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The Solicitors' Journal.

LONDON, MARCH, 14, 1874.

THE FORMAL ANNOUNCEMENT, at the annual meeting of the Metropolitan and Provincial Law Association on Wednesday last, that the negotiations for the union of that body with the Incorporated Law Society have been successful, and that after the first day of Easter Term next the Association will cease to exist, marks the achievement of an object of great importance to solicitors. We congratulate the members of both societies on the accomplishment of this amalgamation, which, by uniting the representation in London of the profession, will undoubtedly increase its influence. We may add the expression of a hope that the suggestion of a testimonial to Mr. Rickman, the active and able secretary of the society about to be dissolved, will be heartily responded to.

WE DO NOT KNOW who is responsible for the introduction and passing of the Act of last session (36 & 37 Vict. c. 60) amending the Extradition Act of 1870; but we very earnestly hope that reflection will have convinced him that one of the first steps of the new Parliament ought to be to amend this so-called amending Act. We drew attention last year to the provisions of section 5, enabling part of the evidence against a man tried abroad for murder or any other crime, not political, to be taken in England behind his back—a mode of procedure, we ventured to think, an English Parliament ought not to have sanctioned. It now appears that the provisions of section 2, expressly making section 6 of the Extradition Act, 1870, retrospective (a point which, in the case of *In re Counhage*, 21 W. R. 883, was treated as doubtful), are occasioning much employment to our police, the demands on whose time were already sufficiently large. "The English police," says a well-informed correspondent of a provincial contemporary, "have been largely engaged of late in hunting down refugees who are sought after by foreign Governments for criminal offences committed years ago, before the extradition treaties were made. At this moment two persons are in custody for crimes alleged to have been committed in Italy, one in 1869, and the other so long ago as 1859. The German Government, I hear, have demanded the extradition of four persons, and the Belgian Government about thirteen, several of them on charges dating back eleven, twelve, and fifteen years."

THE ALBANY LAW JOURNAL has some remarks upon the tenure of the office of Lord Chancellor, which we think well worth the attention of our readers. It will be in the recollection of some, at least, of them that we, some years ago (13 S. J. 109), strongly advocated the separation of the judicial and political functions of the Lord Chancellor, and the appointment of a Secretary of State for Justice, who should be *ex officio* Speaker of the House of Lords, and entrusted with all the political functions and patronage of the Lord Chancellor, and the custody of the Great Seal; and the establishment of a permanent head of the Court of Chancery (or, we should now say, of the High Court of Judicature), under the title of Lord Chancellor, or such other title, if any, as might be deemed more appropriate. We will not here repeat the arguments then used, more especially as we shall have occasion to go over a part of the same ground in treating of the proposed Judicature Bill for Ireland, but we desire to "pray in aid" of the views we then advocated (and to which we still adhere) the remarks of so competent and impartial a critic as our American contemporary. We subjoin the passage in question:—

"It is, perhaps, useless to try to tell the people of Great Britain any thing, which they do not think they know, in regard to their judicial system. But an American, or any one not an Englishman, cannot help asking why the Lord Chancellor, the very highest judicial officer in the British realm, holds office by so frail a tenure as the political existence of a ministry. It would seem, in all reason, that even if the *appointment* of the head of the English judiciary should be governed by political considerations, that the *continuance in office* should not be so governed. We cannot otherwise regard the condition of the tenure of the Lord Chancellorship than as a conspicuous defect in the English judicial system. If the Lord Chancellor was simply a minister of justice, or an officer corresponding with the Attorney-General, or Solicitor-General, then there would be some reason in removing him with the outgoing of a cabinet. But the Lord Chancellor is not a minister, or an Attorney or a Solicitor; he is most truly a *judicial* functionary, and it would seem that the stability and dignity of the office should require a less frail tenure."

The writer does not appear to be aware of the combination of political with judicial duties, which render it impossible that the Chancellorship, as at present constituted, should be held by a member of the Opposition; but his observations are none the less valuable, inasmuch as the inexpediency of this very combination (which is the point on which we chiefly relied) is brought into strong relief by the fact that, in the eyes of an intelligent and impartial observer, the political is so completely obscured by the judicial character of the office.

"A SOLICITOR of Thirty Years' Standing," in a letter to the *Daily News*, has called attention to the practice adopted by many of the city corporations, of inserting, in leases of their property, a covenant, by which the lessee, and those claiming through him, are bound, under pain of forfeiture, to employ the law officer of the lessors in the preparation of all instruments (other than wills) affecting the leasehold interest. If the effect of this practice is to create a monopoly for the benefit of the law officer of the lessors, there occurs the injustice of forcing a man to employ a person of whom he knows nothing, who has no motive to carry through the business entrusted to him with speed, who has no interest in, or acquaintance with, the affairs of the client, but who, nevertheless, must be informed of all the arrangements agreed upon between the parties to a mortgage. If, on the other hand—as is suggested by the correspondent of the *Daily News*—the covenant is simply used as a means of levying a tax upon transfers, for the benefit of individuals who do nothing in return for it, the public have a right to complain that alienation under the most favourable circumstances is already too much burdened and too costly. Freedom and cheapness of transfer benefit the profession by increasing the number of transactions. So that, whether viewed from the standpoint of the profession or of the public, and whether the covenant is enforced or commuted, it appears to be equally objectionable. It is suggested that the object originally intended to be attained by its insertion was to secure to the lessors an opportunity of knowing the terms upon which the leasehold interest changes hands, so as to enable them, when the lease falls in, to obtain the highest rent the property will bear; but this end might easily be gained by less oppressive means. Whatever may have been the original reason for introducing the covenant, it seems to have degene-

rated into an abuse, and we shall be surprised if the corporations and societies referred to do not effect a reform, now that their attention has been called to the subject.

PART OF THE GREAT SCHEME for widening and improving the minds of English lawyers proposed to be carried out by our old, but lately strangely altered, friend the *Law Magazine* seems to be the propounding of conundrums or enigmas, apparently connected with matters of a professional character. We gladly assist in this most laudable enterprise by reproducing, of course *literatim et verbatim*, from our contemporary's last number some of his most recent efforts in this line, interspersing them, for fear of the effect upon the minds of our readers, with a few extracts from the same number which seem to us to be of a less bewildering nature. We may begin with the following enigma from the article on "Michaelmas Term and Sittings" (p. 221):—"The Courts of Admiralty of any country can exercise its jurisdiction on any ship whatever its nationality in the locality of the injury, because the jurisdiction of the courts extends any where on the high seas, and is, in that respect, international, not unsuccessful in its character, and because its process is *in rem, i.e.*, is exercised against the ship itself, so that the ships coming within a port in the power of the court is sufficient to ground the jurisdiction of the very use of the vessel itself is the process by which it is exercised." We may next take the following passages from a review (p. 301). "The Scotch law is founded more upon the Roman than our own, and the Scotch. Scotch judicial system, being founded on the French, made provision for a regular system of forensic education and examination in the Scotch, as there was on education in an enlarged." "From this it appears that the writers, Scotch law agents, judges, are properly resolved to keep up the high character of their law agents up to a high standard of education." Elsewhere we are told (p. 276) that "The first thing to be considered in regard to any court is its procedure, on which must of necessity practically depend its procedure." It appears, from p. 223, that Sir James Hannen, unlike Sir Boyle Roche's bird, can only be in one court at a time, and that "one of them must necessarily be closed while he is sitting in the other." Many curious things are related with reference to the court over which this learned judge presides, as for instance, that a petitioner is "*impare delicte*" (p. 224), that a wife had been "living" (not with a husband, but) "with an allowance" (p. 226), and that in a certain case "The learned judge on account of the difficulty of the case would have preferred that it would have been tried by a jury, and it very well illustrates the class of cases which require such a mode of trial; but as the result he pronounced against the will, as he was not satisfied of it" (p. 225). With regard to the bankruptcy system it seems (p. 268) that "the county court judge is sometimes found to be right, even when the Chief Judge in Bankruptcy thinks him wrong, so that it is clear there is no danger with jurisdiction." Moreover (p. 270), "the London Registrars in cases of any doubt probably consult the Chief Judge or direct a reference to him, so that in most cases these decisions are mutually to be considered as his." These graver subjects are relieved by occasional displays of a singularly strong imagination, as where an action is depicted as breaking the law by being bitten by a dog:—(p. 219,) "Mr. Justice Quain tried an action for the being bitten by the defendant's dog, damages £80."

WE OMITTED TO NOTICE in our recent criticisms upon the Licensing Act that part of it spoken of as "referring to the entertainment of private friends," which members of the recent deputation to the Home Office have represented as causing greater dissatisfaction than any other. The clause occurs in section 24, by which "any person" who during closing hours "allows any intoxicating liquor to be consumed" on his premises is liable to a penalty not exceeding £10. It is supplemented by section 25, by which any person found on licensed premises during closing hours is liable to a further penalty, unless he satisfies the Court that his presence was "not in contravention of the Act." The result is, we take it, that the "private friend" may be entertained as long as his generous host pleases, provided that after closing hours the teapot be substituted for the bottle. There may be some hardship in compulsory tea, but we cannot think that a case has been made for the omission of the irritating clause, which serves a useful purpose in defeating evasion. Two other amendments called for by the deputation, the abolition of the "elastic clause" and the material alteration of the clause respecting the recording of convictions, go to the principle of the late Act, and it is, we think, too soon after 1872 to discuss them.

GIFTS TO ILLEGITIMATE CHILDREN.

"If illegitimate children are meant," said Lord Eldon in *Wilkinson* v. *Adam* (1 V. & B. at p. 447), "there is no rule of policy which prevents the court from saying that they are intended." But it must be admitted that in many of the early cases relating to gifts to "children," the court shewed itself uncommonly hard to persuade that a testator ought, under that designation, to be permitted to mean illegitimate children. Thus, in *Cartwright* v. *Vawdry* (5 Ves. 530), Lord Loughborough said he had no doubt of the testator's intention to benefit his illegitimate child, but it was impossible to hold that an illegimate child could take equally with lawful children, upon a devise to children. In *Godfrey* v. *Davis* (6 Ves. 43) an illegitimate child was not allowed to take under a bequest to "the eldest child, male or female, of W. H.," notwithstanding the absence of any legitimate child who could take under the words of the will; and Lord Alvanley remarked that "whatever the real intention of the testator might be, and though it could hardly be supposed he had not some children then existing in his contemplation, yet as the words were 'the eldest child,' such persons only could be intended as could entitle themselves as children by the strict rule of law." But Lord Eldon, in the case first referred to, pointed out that the earlier decisions were consistent with the principle that the *primâ facie* meaning of the word "children" will yield to an intention appearing "by necessary implication" upon the will itself. "Necessary implication" he explained to mean "not natural necessity, but so strong a probability of intention that an intention contrary to that which is imputed to the testator cannot be supposed." As explained by Lord Cairns in *Hill* v. *Crook* (22 W.R. 137, L. R. 6 E. & I. 265), Lord Eldon's rule has since been extended so as to allow the *primâ facie* interpretation of the word "children" to be rebutted wherever (1) it is impossible from the circumstances of the parties that any legitimate children could take under the bequest; or (2) where there is upon the face of the will itself, and upon a just and proper construction and interpretation of the words used in it, an expression of the intention of the testator to use the word "children," not merely according to its *primâ facie* meaning of legitimate children, but according to a meaning which will apply to and include illegitimate children. It is true that in the recent case it was said by Lord Chelmsford that the *primâ facie* meaning of the word children would not yield to mere conjecture, or to anything short of the clearest evidence of an opposite intention; but a comparison of the expressions which were held by the House of Lords to be a sufficient designation of the illegitimate children as the intended objects of the testator's bounty with those which in *Cartwright* v. *Vawdry* (5 Ves. 530) were considered to afford a mere conjecture not sufficient for this purpose, will show the progress which has been made towards relaxing the strict rule of construction and effectuating the intention of the testator.

Supposing that the intention, clearly expressed within the rule thus laid down, is to benefit the existing illegitimate children of a specified woman, no difficulty arises. But if the gift is to the existing illegitimate children of a specified woman by a specified man, or to the existing illegitimate children of a specified man, there comes at once into action the principle that since the paternity of an illegitimate child is incapable of proof, the bequest will be void for uncertainty unless the children have acquired the reputation of being the children of the specified man. The law accepts no evidence of paternity but marriage, but it permits extrinsic evidence to be given for the purpose of ascertaining who have acquired the reputation of being children of the person named in the will. Of the nature of this evidence of reputation James, L.J. has recently remarked (*Occleston* v. *Fullalove*, 22 W. R. at p. 309), that it must not be that "of which the gossip of the neighbourhood may spread a rumour, or fame, but that reputation which springs from acknowledgement, conduct, and life."

In the case of gifts to *future* illegitimate children another obstacle is interposed. Public policy decrees that gifts by deed or will to illegitimate children shall be void when the tendency of such gifts may be *contra bonos mores*. A gift is void on this ground when it affords an inducement to the commencement or continuance of unlawful intercourse. Hence a gift by deed to future illegitimate children is void (*Blodwell* v. *Edwards*, Cro. Eliz. 509). And a gift by will, made by a third person, to illegitimate children to be begotten after the death of the testator is also void (see *Occleston* v. *Fullalove*, at pp. 307, 308). Whether a gift by will to illegitimate children, begotten between the making of the will and the death of the testator, is void, as opposed to public policy, was much discussed in the last-named case (*Occleston* v. *Fullalove*, 22 W. R. 305). The criterion by which the validity of the gift in this respect is to be tried is plain enough; it is this: can the bequest, before it takes effect, afford an inducement to immorality? Upon the application of this test, however, a curious divergence of opinion manifested itself in the Court of Appeal. The Lord Chancellor thought that a bequest to the testator's illegitimate children by M. L., born between the making of the will and the death of the testator, did not, so far as public policy was concerned, materially differ from a settlement of property by deed upon the settlor for life, with remainder to such of the children as he might at the time of his death be reputed to have by M. L., as he should by will appoint, and in default of valid appointment to A.B., in which case it could not be contended that the power of appointment as to the after-born children would be good, even though the deed might contain a power of revocation, and might remain in the settlor's custody, without any communication to any one, until his death. He pointed out that a will, though not operative before the testator's death, was not necessarily kept secret until that event, and that the knowledge that a testamentary provision had been made might operate as an encouragement to the testator's paramour to continue an immoral course of life. He might have added that the power of revocation, inseparable from a will, might afford an obvious means of coercing her into continuing that course of life. It can scarcely admit of doubt, that the principle on which the rule of public policy is founded is opposed to testamentary provisions of this kind. It does not seem to be any answer to say, as James, L.J., said in the case referred to, that the will cannot be an inducement to the *testator* to continue a life of immorality, or to assert, as he did, without attempting to prove, that "it can be no inducement to the partner of his sin." In the recent case there was, indeed, as Mellish, L.J., pointed out, no evidence that the mother of the illegitimate children knew that the will was made, and it may be true, as that learned judge said, that if she did know of the will she must also have known that it could be revoked at any moment. But is the hope of the adhesion by a testator to a will already made in favour of a particular person no motive to that person to please the testator? Let every-day experience testify as to this.

Nor does another reason alleged by James, L.J., appear more convincing. He said, in effect, that since a man could, at the last moment of his life, make validly such a disposition as that before the Court in *Occleston* v. *Fullalove*, there could be no reason of public policy to prevent him from making it some years before his death, to take effect as his last intention upon, and not until, the moment of his death. Surely if the rule of public policy hitherto acted upon is to be observed at all, there is good reason, in the case of a bequest by a testator to his own illegitimate children, why a distinction should be made between the two cases. The one is a gift which may induce the commencement or continuance of an immoral connection; the other is a gift which, in the case supposed, cannot possibly do so. It is true that both gifts take effect at the same time, but it is not the taking effect of the will, but the making of the will, which is the important matter. It may, as James, L.J., said, be "a shocking and perverse thing to say that public policy compels the law to throw difficulties in the way of a man who is desirous of not committing posthumously a great crime, and who is desirous of making for his misconduct the best reparation he can." But, whether right or wrong, that appears to be the effect of the rule hitherto acted on, and the alteration of that rule would seem to be the province, not of the Courts, but of the Legislature.

EXECUTION CREDITORS AND THE BANKRUPTCY ACT, 1869.

The unjust effect of an anomaly created by the Bankruptcy Act, 1869, between the position of execution creditors for debts above and below £50 respectively, become strikingly apparent from a recent decision of the Chief Judge (*In re Peacock*, 22 W. R. 365). It will be remembered that in *Slater* v. *Pinder* (19 W. R. 778, L. R. 6 Ex. 228) the Court of Exchequer, after a double argument and full consideration of the question, held that an execution creditor for a sum less than £50, who has seized the goods of a bankrupt before the committing of any act of bankruptcy, is entitled to the proceeds of them as against the trustee, although the adjudication is prior to the sale. Shortly after that case the Lords Justices came to the same conclusion (*Ex parte Rocke, In re Hall*, 19 W. R. 1129, L. R. 6 Ch. 795), and the case of *Slater* v. *Pinder* was subsequently affirmed by the Exchequer Chamber (20 W. R. 441, L. R. 8 Ex. 95). The right of the execution creditor for a debt below £50 was thus established as being superior to that of the creditors at large, when bankruptcy had occurred after seizure but before sale. Then came the case of *Ex parte Rayner, In re Johnson* (20 W. R. 456, L. R. 7 Ch. 325), where the goods of a trader having been taken in execution for a debt exceeding £50, he, next day, committed an act of bankruptcy, a trustee was appointed, and notice given to the sheriff thereof. The Lords Justices thought the case concluded by section 87 of the Bankruptcy Act, 1869, enacting that "where the goods of any trader have been taken in execution in respect of a judgment for a sum exceeding £50 and sold, the sheriff . . . shall retain the proceeds of such sale in his hands for a period of fourteen days, and upon notice . . . within that period, of a bankruptcy petition having been presented against such trader, shall hold the proceeds of such sale . . . on trust to pay the same to the trustee;" and James, L.J., in delivering judgment, said—"It seems to me to have been the plain intention of the Legislature that the seizure of a trader's goods, and the sale of them, was not to vest in the execution creditor any title to the proceeds; for if the sheriff gets notice of a petition within fourteen days after a sale, and the debtor becomes bankrupt, he is to pay the money

over to the trustee. That is the legislative declaration of the title of the trustee to the proceeds of the goods, even if they are sold before the adjudication, and *à fortiori*, as it seems to me, it is a declaration of the title of the trustee to the goods between the time of the seizure and sale." In a subsequent case upon section 6, which specifies amongst acts of bankruptcy a "seizure and sale" for a debt of not less than £50, both the Lords Justices treated "sale" as essential to complete such act of bankruptcy, and Mellish, L.J., said "the Legislature has not made seizure without sale an act of bankruptcy" (*Ex parte Pearson, In re Mortimer*, 21 W. R. 688, L. R. 8 Ch. at p. 674). Hence it follows that although the trustee acquires no title to the goods by relation back to an act of bankruptcy under section 6, sub-section 5, unless there has been a sale, he *does* become entitled to the same through section 87, as expounded above, although the goods be not "sold" within the precise terms of that section. The case of *Ex parte Rayner* must be taken to establish the right of the trustee to goods seized before any act of bankruptcy for a judgment debt of £50 or more, when an act of bankruptcy is committed prior to sale.

But the right confirmed by *Slater* v. *Pinder* to an execution creditor for a debt below £50—let him be called the lesser creditor—the right enabling him, notwithstanding bankruptcy of the debtor after seizure, to sell the goods, may sometimes conflict with the claim of the trustee to the possession thereof by virtue of an earlier execution levied by seizure only on the part of a larger creditor—*i.e.*, for a debt exceeding £50. This antagonism of rights sprung up in the case, already referred to, of *In re Peacock*. The facts of that case were shortly as follows. On the 25th of November an execution was levied on the goods of Peacock, a trader, for a debt of £191 4s. 6d., and on the 16th of December another execution was levied for £32 17s. 3d. On the 30th of December, while the sheriff remained in possession under both writs, having made no sale, Peacock filed a liquidation petition. A receiver was appointed, who, on the 8th of January, obtained an *interim* order restraining the proceedings of both the execution creditors. On the 22nd January a trustee was appointed. He applied to the Court of Bankruptcy for an order directing the sheriff to withdraw, and declaring that the goods seized were the property of the trustee. The lesser creditor opposed the application, and, relying on *Slater* v. *Pinder*, asserted his right to make sale of the goods. Counsel for the trustee and the larger creditor vainly cited *Ex parte Rayner*. The Chief Judge, deploring the anomalous state of the law, reluctantly dissolved the injunction, and refused the order so far as it affected the lesser creditor, and thus allowed the latter to realise his security by proceeding to sell those goods which an earlier and larger execution creditor had first seized, but was compelled to relinquish in favour of the general creditors. As the learned Chief Judge, deeming himself to be bound by *Slater* v. *Pinder*, delivered only a short judgment to that effect, it may be worth while to examine the position in which the parties stood. The goods when seized were held by the sheriff under both writs, and had he sold he would have done so under both. "This is obviously so," said Lord Denman, in *Drews* v. *Lawson* (11 Ad. & E. 529, 532) "for if the proceeds are more than sufficient to satisfy the first, he must apply the surplus to the second, and so to the third and others; and as the amount for which the goods will sell is uncertain, he cannot be said to sell under the first writ only." Therefore, apart from the Bankruptcy Act, the sheriff would have sold, paid the first creditor, and handed any surplus proceeds to the second. But an act of bankruptcy was committed by the filing of a petition, before sale. How did that alter the position of the execution creditors? Prior to any interference of the Court, each was still *primâ facie* entitled to sell, for "the title of the trustee can relate back to the presentation of the petition only; and he must take subject to any existing rights. The goods were seized before the presentation of the petition, and this gave to the execution creditor a *primâ facie* title to have them sold, which he retains unless there is something in the Act to take away his right" (Mellish, L.J., in *Ex parte Rocke*, 19 W. R. 1129, L. R. 6 Ch. 795, where the Court of Appeal held that the Act did not deprive him of that right to sell). Then, first, suppose a sale had taken place more than fourteen days before the petition, *eo instanti* there would have been an act of bankruptcy (viz., seizure and sale of a trader's goods for a debt exceeding £50), to which the title of a subsequently appointed trustee would have related back, and he would have been entitled to the proceeds in the place of the larger creditor (*Ex parte Villars*, *ante* p. 315), but subject to the right of the lesser, who had seized before any act of bankruptcy. Secondly, suppose the sale within fourteen days before a petition, and due notice of the petition given to the sheriff, section 87 would then come into operation, and the sheriff would be bound to hold the proceeds on trust to pay the same to the trustee, but still equally subject to the rights of the lesser creditor. Now let us turn to *Rayner's case*. Does it enable the trustee to defeat the lesser creditor, by allowing the former to claim the goods themselves, and to ask the Court to forbid the sale? Obviously, not. The title of the trustee as against the lesser creditor commenced only at the date of the petition, but before that time the latter had gained a right to perfect his inchoate levy by sale, notwithstanding any subsequent act of bankruptcy. Therefore in *Peacock's case* the Court, when moved by the trustee in the interest of the general body of creditors, could, and did, upon the authority of section 87 and *Rayner's case*, prevent the larger execution creditor from selling under his *fi. fa.*, but could not, and therefore did not, continue the injunction restraining the lesser creditor from so doing. The good maxim *qui prior est in tempore potior est in jure*, was unable to withstand an arbitrary statute, and some hardship followed, as, in point of fact, several larger execution creditors preceded the more fortunate lesser one, they having seized before he did so, and if they had actually sold the goods his execution would probably have been rendered fruitless.

RECENT DECISIONS.

EQUITY.

INVALID AMALGAMATION—ACQUIESCENCE.

Re Bank of Hindustan, China, and Japan; Campbell's case, Hippisley's case, Alison's case, L.C. & L.JJ., 22 W. R. 113, L. R. 9 Ch. 1.

The present cases deserve notice as instances where shareholders have, by acquiescence, become bound in respect of shares, the validity of whose creation and issue might originally have been successfully disputed by them. The amalgamation of the Imperial Bank with the Hindustan Bank, in respect of which the shares had been taken, was by Giffard, V.C., in a suit instituted by dissentient shareholders of the Imperial Bank (*Imperial Bank of China, &c.*, v. *Bank of Hindustan, &c.*, 16 W. R. 1107, L. R. 6 Eq. 91), declared to have been invalid as against them. The dissentient shareholders were subsequently bought off, and further proceedings in the suit were stayed, the Hindustan Bank remaining in possession of the property and assets of the Imperial Bank. The question raised upon these summonses was whether Campbell and other shareholders in the Imperial Bank who had assented to the amalgamation, had accepted shares in the Hindustan Bank on the footing of the amalgamation, had been settled and remained on the list of contributories of that bank, and had paid, without objection, calls in its winding up, were or ever had been shareholders in it. The applications were for amendment of the list of contributories by striking out the appli-

cants' names and for re-payment of all sums paid by them as shareholders in the Hindustan Bank. In the opinion of the late Lord Chancellor, since the Hindustan Bank could not dispute the validity of the amalgamation, or, consequently, of the issue of the shares to the applicants, and since that bank continued in possession of the assets of the Imperial Bank, the applicants had really obtained everything the amalgamation was intended to give them. Under the circumstances of acquiescence appearing on the evidence, his Lordship says, if there had been no question of the validity of the issue it would seem obvious that these contributories could not escape. And he adds—"I think it, for my part, equally clear that they could have no such claim, even if there might originally, or at any subsequent period, have been some possible ground for disputing the validity of the creation and issue of these shares, unless it would have been open, under all the circumstances of this case, to the Bank of Hindustan itself, or to the official liquidators of that bank, to exclude these gentlemen from the rights of shareholders. In other words, either if these shares were originally well created, or if the Bank of Hindustan was estopped from denying that they were so, these gentlemen, having entered voluntarily into contracts of which they had the full benefit, and which, if not always binding upon the company, had become so before any act had been done on either side to rescind or avoid them, would have now no pretence whatever to be relieved therefrom."

COMMON LAW.

Poor-rate—Liability to support Relations.

Maund v. *Mason*, Q.B., 22 W. R. 265.

After a curious series of arbitrary and fluctuating decisions, which may be traced in Const. on the Poor Laws, under the title of "What Relations are Chargeable" (vol i., pp. 367—380), it was at last settled that the liability imposed by 43 Eliz. c. 2, s. 7, on parents and grandparents and children to support one another, applied only to blood relations, excluding such relations as that of step-father or father-in-law. It is somewhat singular that at this remote period it should have been now for the first time settled, that the word "children" in the statute does not include grandchildren. In truth the contention that it does so is almost unarguable; and it would not be so strange that the matter has not been before decided, but that we believe the practice of making orders on grandchildren has somewhat widely prevailed.

Licensing Act—Necessity of Knowledge.

Mullins v. *Collins*, Q.B., 22 W. R. 297.

Under the 16th section of the Licensing Act, 1872, which imposes a penalty for supplying liquor to a constable on duty, the question arose, how far knowledge on the part of the publican must be shown. The liquor was, in fact, supplied by the publican's barmaid, and it was held that the publican was liable to the penalty without any proof of personal knowledge or express authority. There was notice, by the constable's being in uniform, that he was on duty, but Blackburn, J., expressly abstains from saying whether such knowledge was necessary. It is difficult to suppose that there should not be such notice, unless, as Quain, J., suggests, a positive assurance were falsely given by the constable that he was not on duty, in which case the question might arise whether the liability attached, which Quain, J., seems to answer in the negative, and which Blackburn, J., refuses to answer at all. The question, then, only was whether, when a servant supplies liquor in the ordinary course of business (and here again Quain, J., distinguishes the case of the servant supplying it secretly and out of the ordinary course), the liability attached. To have decided the contrary would, as Blackburn, J., observed, have been to reduce the Act to a dead letter. And a weighty reason for the actual decision is to be found in the fact that the 1st subsection of section 16 expressly requires knowledge, while the 2nd sub-section omits all mention of it. Having regard to the difference of phraseology, it may be a question whether any publican supplying, by himself or his servant, liquor to any constable in uniform (and every constable on duty must be in uniform) does not do it at his peril.

REVIEWS.

STUDENTS' BOOKS.

Exercises on a Series of Abstracts of Title to Freehold, Copyhold, and Leasehold Estates and Personalty, with Observations and Requisitions on each Title, arranged as Exercises for the Use of Law Students, &c. By W. H. Comyns. Houghton & Co.

Mr. Comyns' idea is ingenious. He has arranged a series of abstracts of title, followed, at the end of the book, by a corresponding series of observations and requisitions, on the principle of the arithmetic and key. The book is likely to be of service to students in the early stage of their career, and at a more advanced period will afford the means of testing their skill in the investigation of titles.

The Intermediate Examination Guide. Vol. 2. By Edward Henslowe Bedford, Solicitor. Butterworths.

This little book contains questions and answers on equity, supplementary to the previous work by the same author, and is intended to "coach" the student for the examinations of 1874. We suppose there may be some advantage in this mode of imbibing knowledge, and Mr. Bedford presents much information in in a concentrated form, but we find it difficult to believe that the somewhat lengthy extract from a speech of Lord Cairns, given at pp. 12, 13, forms the best answer which could be devised to the question "Is it desirable, and why, to amalgamate the systems of law and equity?"

NOTES.

In a case of *Ex parte Schulte*, before Mellish, L J., last week, a creditor for a debt less than £50 levied execution on his debtor's goods. Before a sale was made by the sheriff, the debtor filed a liquidation petition. He had, before the seizure, committed an act of bankruptcy by executing an assignment of all his property as security for an antecedent debt. The question arose as to the right of the execution creditor to retain the benefit of his execution. According to *Ex parte Eyles*, 21 W. R. 574, the title of the trustee under the liquidation related back to the execution of the assignment, and therefore it became material to ascertain whether the execution creditor had, before the sale was made, notice of the execution of the assignment. Upon the evidence it was decided that he had, and therefore on that ground it was held that the title of the trustee must prevail. But it was argued that, even if the execution creditor had not such notice, still, because there had been the prior act of bankruptcy, he was not within the protection of section 95, sub-section 3, of the Bankruptcy Act, 1869, which protects the execution only if the creditor had not, at the time of the execution "being executed by seizure and sale, notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication." The section does not say "*any prior act* of bankruptcy," as some of the former Bankruptcy Acts did. The argument, therefore, was that there having been a prior act of bankruptcy to which the title of the trustee could relate, it was enough to deprive the execution creditor of the protection of section 95 that he had before the sale notice of an act of bankruptcy (the filing of the petition) subsequent to the seizure. If this argument had been acceded to, the effect of the decisions in *Slater* v. *Pinder*, 19 W. R. 778, and *Ex*

parte Rocke, 19 W. R. 1129, would have been very much narrowed. Mellish, L.J., however, expressed his opinion that the omission of the word "prior" in section 95 has made no difference in the law, and that the words of that section must be construed as if the word "prior" had been inserted.

We drew attention some time ago to the serious consequences which were likely to result to Mr. Crompton Hutton, Judge of the County Court Circuit, No. 5, if he persisted in refusing to seek the advice of the drapers and grocers of Rochdale and other towns on his circuit as to the decisions he ought to give on any questions which might come before him relating to the interests of those intelligent persons. Our warning was unheeded, and we regret to find that the storm has burst. On Tuesday last a meeting of tradesmen and the representatives of tradesmen's associations in the county court district including Rochdale, Bolton, Bury, and Oldham was held at the Clarence Hotel, Manchester, to consider what action should be taken with reference to recent decisions of Mr. Hutton as to debts contracted by married women. The Chairman, in opening the meeting, intimated that one plan which had been suggested was to petition the Lord Chancellor for the removal of the present Judge of the County Court. They had the opinion in Rochdale that it was not the law which required altering; the law was right enough if it was carried out. But the Chairman and another learned trader gave instances in which other county court judges had acted upon the same iniquitous view of the law as Mr. Hutton had taken. "The fact was," remarked the latter speaker, "the judges would make of the shopkeeper a mere relieving officer, who did not sell his goods, but gave them away to anybody who demanded them." Another excited orator entered into statistics to show that "there had been a great falling of in county court business." But, after all, the important matter was to know what should be done, and as to this there seemed to be some doubt. One speaker suggested that the first thing to do was to ascertain if the law was being rightly interpreted, but this gleam of reason was speedily snuffed out, and a motion was ultimately carried "that a deputation from each of the four towns the county courts of which Mr. Hutton presides over have an interview with Mr. Hutton at his convenience."

A curious blunder in the Irish Attorneys and Solicitors' Act, 1866 (29 & 30 Vict. c. 84), came under the notice of the Irish Master of the Rolls a few days ago. A gentleman who had been sworn in as an attorney applied in person to his Honour to be admitted as a solicitor of the Court of Chancery without the usual certificate of Master Brooke. The applicant stated that he had, by complying with the requisition of the 9th section of the Act—viz. attending two years' law lectures and passing the law examination in the University of Dublin—qualified himself for admission to the profession of attorney and solicitor by an apprenticeship of four, instead of five years. He had actually served four years and some months. But the Act stated that the person who has attended lectures and served four years' apprenticeship "shall at any time after the expiration of *five* years from the commencement of such attendance on lectures or of such period of service, which shall first happen, be qualified to be admitted," &c., and Master Brooke, the previous day, had refused to sign the certificate usually allowed to the person seeking to be enrolled a solicitor, on the ground that the Act prescribed five years' apprenticeship, not four. The applicant admitted that no doubt the section did mention five years, but it was clearly either a misprint in the Act, or a clerical error, because the right to admission as a solicitor, by fulfilling the conditions stated, was clearly defined, and, as a matter of fact, several gentlemen had been admitted under the same circumstances as those now relied on. The Master of the Rolls agreed that there was either a misprint or a mistake in the Act of Parliament, but he had to consider whether that could be got over. He would take time to consider the point, and if he could rule in favour of the applicant he would certainly do so.

According to the *Albany Law Journal* a distinction was made in the case of *Wilson* v. *Young*, 31 Wis. 574 (an action for assault and battery), between two kinds of compensatory damages, first, damages arising from bodily suffering, loss of time, impairment of mental or nervous power, medical and surgical expenses; and, second, damages to feelings, arising from the insult or indignity, the public exposure, &c. The majority of the Court held that compensatory damages of the first kind cannot be reduced by showing the antecedent provocative circumstances of the assault and battery (unless those circumstances amount to a legal justification); but that compensatory damages of the second kind depend upon such circumstances. Chief Justice Dixon, on the other hand, held that words and acts of provocation on the plaintiff's part, previous to the assault, and constituting a part of the *res gestæ*, should be considered in mitigation of compensatory damages of all kinds, and he supported his views by the following remarkable statement:—"The man who stands in or walks upon the street back and forth in front of my house, or enters my yard, for the base and hateful purpose of applying opprobrious epithets or using scurrilous and indecent language to my wife or daughter or other unoffending and helpless member of my family, and, when I warn him to desist, does not, and whom, then, acting under the impulse of the just and uncontrollable indignation and wrath thus excited, I proceed to publicly chastise or knock down and silence as he deserves—such a man, I say, is entitled to no compensation for the actual damages which he has thus deliberately, and of his own wrong and malice, brought upon himself. . . . I think this much is due and allowable for the infirmities of men, and by way of discouraging lawless and malicious conduct and provocation."

GENERAL CORRESPONDENCE.

BROWN'S CASE (22 W. R. 172, L. R. 9 Ch. 102).

[*To the Editor of the Solicitors' Journal.*]

Sir,—Though the actual decision in this case would seem to be beyond all doubt in accordance with both principle and authority, yet if the *dicta* of Lord Selborne are to be taken as law, a great advance has been made in determining the much vexed question as to the liability incurred by those who accept offices in a company for which there is a share qualification.

The actual points decided were two—1st, that acceptance of an office, to which there is attached a share qualification, does not necessarily involve an agreement to take the qualifying number of shares *from the company*, but merely an undertaking, by some means or other, to become the holder of them; 2ndly, that a person, by accepting such an office and acting in it, does not become liable, as a contributory, where the shares, purporting to have been allotted to him in respect of his qualification, turn out to have been invalidly issued, if it appears that he only accepted office on condition and on the faith of such allotment.

The arguments in favour of these two propositions are irresistible, but the judgment of Lord Selborne would seem to warrant the deduction of two further propositions, both of great importance, but neither of them necessary for the decision of the case before him.

After commenting on *Lord Abercorn's case* (10 W. R. 548, 4 D. F. & J. 78), his Lordship goes on to say (L. R. 9 Ch. 106)—"The other authorities are all cases in which, as a matter of fact, shares had been registered in the name of the director—which circumstance occurs in this case also—and in these other cases it was, in my opinion, most justly regarded as a most material fact to be considered, when a director tried to get rid of the shares actually registered in his name, that he had accepted the office of director, which a man ought not to fill without qualification; in such cases a director must have a qualification, and is bound as a director to be acquainted with what is done in the management of the company. It was, therefore, a just conclusion of fact, that an act done by the person under the authority of the directors, the result of which was to place in the name of a director shares which he ought to have as a qualification, that that act was done by his authority, and that he could not be allowed to repudiate it. For my part I see no reason to doubt that the various cases which arose on that state of circumstances were well decided."

It will be observed from the above extract that his Lordship considers allotment and even registration to be indispensable in order to fix a director as a contributory. This proposition seems never to have been laid down before in so many words, though from the judgment of Turner, L.J., in *Lord Abercorn's case*, it may perhaps be inferred that he would have given it his sanction. This, however, has always been considered an extreme case, and though the fact of non-allotment was strongly insisted upon, the case was decided partly on other grounds, and moreover the remarks of the Lord Justice as to the difficulties in the way of fixing a man as a contributory in respect of shares that have never been allotted to him, apply with much diminished force to the case of a director who is on the direction at the time of the winding-up. Mr. Lindley in his work on Partnership lays down no general rule on the subject, and observes that the tendency of the later decisions has been in favour of fixing directors with liability for their qualification. It may also be observed that in *Davies' case* (20 W. R. 518), the present Lords Justices held, affirming Malins, V.C., that a man who had not subscribed the memorandum of association, and to whom no allotment had been made, was a contributory. Does not accepting office as a director involve something more than the mere loss of the right to repudiate an allotment of the qualifying shares? Does it not involve the active duty of obtaining those shares and getting oneself registered in respect of them? If so, can a man filling the office of director at the date of the winding up be heard to say, if any shares remain unallotted, that he is not to be made liable in respect of his qualification because he has failed in his duty and has not obtained an allotment, at any rate if the application to rectify the register is made at the instance of creditors? It might well be that the same rule would not apply to those directors who, like Lord Abercorn, retired from the direction before the winding up, because by retirement they obtained the right of divesting themselves of their qualification.

The second proposition that would appear to be deducible from Lord Selborne's judgment (see L. R. 9 Ch. 108) is that a director will escape any further liability than he intended to contract for, though it turns out that the shares in respect of which he purported to qualify himself have been invalidly issued, if he has accepted office as director on condition of an allotment under the invalid issue.

In this case the company proved abortive, and Brown only acted as director for a short time, so that he had scarcely any opportunity of showing whether or not he intended to waive the condition, but it is difficult to see on what principle a man, if he has acted or held himself out as a director for any length of time, can escape the full liability on his qualification by the fact of his acceptance of office being conditional on the allotment to him of shares which have been invalidly issued. The only ground, if any shares validly issued remained unallotted, on which a man could claim in such circumstances not to be on the list of contributories would be on the ground that there never had been any concluded agreement on his part to become a director; but that defence would surely not be open to him after having acted as director for any length of time.

R. C.

Up to Saturday last, eighteen election petitions had been lodged, in respect of the elections for Hackney, Kidderminster, Stockport, Wakefield, Windsor, Peterfield, Dudley, Boston, Barnstaple, Haverfordwest, Stroud, Launceston, Durham (City), Bath (two petitions), Bolton, Poole, and the Isle of Wight.

A case was heard before Mr. Raffles, the stipendiary magistrate at Liverpool, on Tuesday, in which a sailor, named White, summoned the captain of the British ship *Emily Flynn* to recover £10 balance of wages. The complainant deserted the vessel at Savannah in January last, and for the offence was committed to prison for a month by the American justices. The prison expenses amounted to £9 12s., which sum the captain sought to deduct from White's wages. The stipendiary magistrate questioned the power of the American court to deal with the complainant. In England there was no such jurisdiction over American seamen; and he declined to allow the deduction in question.

COURTS.

BANKRUPTCY.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

Feb. 25.—*Ex parte Lake, Re Childs.*

In 1861 *L. & R. entered into partnership as tailors in London for twenty years, with a capital of* £8,000, *of which L.'s share was* £6,000 *and R.'s* £2,000, *and by the terms of the partnership deed it was provided that after the death of L. the term of the partnership was not to be determinable, but that L.'s widow was to be entitled to her late husband's three fourth shares of the net profits.*

In 1862 *L. died, leaving a widow, and by his will he bequeathed his personal property to trustees for her separate use for life, and the business was carried on under the provisions of the partnership deed as L. & Co., R. being entitled to one fourth of the profits, and the widow to three fourths.*

L.'s widow, in July, 1867, *married C., and in July,* 1869, *C. purchased R.'s share in the business, and by deed covenanted that the three fourths to which his wife or he in her right was entitled should be for the sole and separate use of his wife.*

In May, 1873, *C. filed a petition for liquidation. He was then carrying on, irrespective of the business of a tailor, the trade of a fancy warehouseman at Brighton, and was then indebted to various creditors in respect of that business and of dealings and transactions in it wholly unconnected with the London business.*

Upon application being made by one of the London creditors on behalf of himself and all others in the same position that all questions of priority might be decided,

Held, that the London creditors were entitled to be paid their debts exclusively out of the assets of the London business in exoneration of the general estate of C., and that C.'s wife was entitled to three-fourths of any surplus which might remain after satisfying the debts of the concern unaffected by the claims of her husband's separate creditors.

This was an application under a liquidation by arrangement to determine the rights of certain classes of creditors in the administration of the estate.

The debtor at the date of the petition carried on business as a toy manufacturer and fancy warehouseman at Brighton, in his own name, and also the business of a tailor in Regent-stret, London, under the style of Linney & Co.

In October, 1861, a partnership was entered into between Linney (deceased) and Robinson, on premises belonging to Linney. The material provisions of the deed were as follows:—The partnership was for twenty years, determinable on notice as therein mentioned, and to be carried on under the style of Linney & Co.; the capital being £8,000, of which Linney's share was £6,000 and Robinson's £2,000, both to bear interest at five per cent. The partners were to be tenants of Linney at £350 per year rent, and neither partner was to engage in any other business, nor assign his share. After the death of Linney the term of the partnership was not to be determinable, and Linney's widow was to be entitled to Linney's three fourth shares of the net profits, subject to certain annual payments. In case of Linney's death in the lifetime of Robinson his share of the capital and profits was to be ascertained, and the amount to be considered and continued as a loan to the partnership from his executors at interest, with liberty to the executors to withdraw any portion of such capital exceeding Linney's original share of £6,000.

In March, 1862, Linney died, leaving a widow, and by his will bequeathed to her the premises in Regent-street during her life, and all his real and personal estate to trustees upon trust for her separate use for life, with remainder to children; the executors being the widow (Emma E. Linney) and Roberts and Sang (who renounced). A suit in the Court of Chancery for the administration of Linney's estate was afterwards instituted, and in March, 1866, Hogg was appointed trustee of the will with Mrs. Linney. After Linney's death the business was carried on by Robinson under the provisions of the partnership deed, as Linney & Co., Robinson being entitled to one fourth of the profits and Mrs. Linney to three fourths. In July, 1867, Mrs. Linney married Childs.

On the 6th July, 1869, an arrangement by deed was come to with the sanction of the Court of Chancery, whereby

Robinson agreed to sell and Childs agreed to buy all the share and interest of Robinson, his wife and children, in the business, upon the terms therein mentioned—viz., that Childs was to pay £2,184, the ascertained amount of Robinson's share, and to take on himself certain liabilities to which Robinson had become liable under a judgment recovered against him at law by the executors of Linney for £5,960, and for the balance of which it was provided by the deed that Childs should give his bond to the executors. That deed was followed up by a deed of 15th July, 1869, made between Childs of the first part, Mrs. Childs of the second part, and Hogg the trustee of the third part, reciting all the aforesaid matters, and also containing this recital—"And whereas upon the treaty for the sale to the said W. Childs of Robinson's share, &c., and for the arrangement effected by the deed of 6th July, 1869, and as the consideration for the said E. E. Childs and Hogg consenting to such sale and arrangement, it was agreed that Childs should enter into the covenants thereinafter contained." Also a covenant by Childs with Hogg as trustee for Mrs. Childs and of Linney's will for payment of the instalments due on the judgment against Robinson; that the three equal fourth parts, or shares of the profits of the said business, and all other the part, share, or interest of and in the said business to which Mrs. Childs or Childs in her right was entitled, should be for the sole and separate use of Mrs. Childs free from Childs' debts. The deed also contained provisions that Childs was to keep accounts; not to employ clerks without the consent of Hogg; not to draw cheques for more than £100; Mrs. Childs and her husband respectively to have the same rights and obligations as those conferred on Linney and Robinson by clause 19 of the original partnership deed; the other provisions of the original partnership deed to be binding on Childs, except that Childs was to be at liberty to carry on any other business he might think fit.

Such being the position of the London business, it appeared by the evidence that for many years previously to the liquidation proceedings, and long previous to his marriage with Mrs. Linney, Childs had been carrying on the business of a fancy warehouseman at Brighton, and that he was indebted to various creditors in respect of that business, and of dealings and transactions in it totally unconnected with the Regent-street business. On the 6th May, 1873, Childs filed a petition which resulted in liquidation by arrangement, and trustees having been appointed, an application was made in September last on behalf of Mr. Hogg, the trustee of the deed of 1869 and a creditor of Childs, for an order upon the trustees in the liquidation to keep distinct accounts of the assets realised by the London business and the Brighton business. That application resulted in an order being made by consent, but without prejudice to any question which might affect the different classes of creditors.

The present application was by one of the London creditors on behalf of himself and all others in the same position that they might be declared entitled to be paid their debts exclusively out of the assets of the London business in exoneration of the general estate of Childs, and that all questions of priority should be decided between the creditors of the London firm and the general creditors.

From the affidavit of Mr. Lake, the applicant, it appeared that he had been the manager since Linney's death of the Regent-street business; that Childs took no part in the business except as to pecuniary matters; and the Brighton business was wholly unconnected with the London business.

On the other hand affidavits were filed by the Brighton creditors, all tending to show a certain amount of knowledge that Childs had a separate business in London which they believed, from his statements, to be his own, and that Childs' excuses for borrowing money or not paying what he owed were constantly based on his having to find large sums to carry on the London business, and the long credit he was obliged to give.

De Gex, Q.C., and *Finlay Knight*, in support of the application.

Winslow, Q.C., and *Davey*, for the trustee under the liquidation.

Bagley, for certain Brighton creditors.

Woodroffe, for the wife and her trustee.

The course of the arguments sufficiently appears from the judgment of the Court.

The following authorities were cited:—*Re White*, 21 W. R. 828, L. R. 8 Ch. 214; *Re Leeds Banking Company*, 15 W. R. 146, L. R. 3 Eq. 781; *Barker* v. *Goodair*, 11 Ves. 78; *Butler* v. *Cumpston*, 17 W. R. 24, L. R. 7 Eq. 16. As to reputed ownership, *Ex parte Dorman. Re Lake*, 21 W. R. 94, L. R. 8 Ch. 51; *Reynolds* v. *Bowley*, 15 W. R. 124, L. R. 2 Q. B. 41, 474. The 15th section, sub-section 5, and the 91st section Bankruptcy Act, 1869, were also referred to and commented upon.

MURRAY, Registrar.—The affidavits may be disposed of with this observation that they disclose no circumstances personal to the Brighton creditors themselves which could raise any special equity in their favour against the present application; and this remark applies equally to the evidence of the applicant Lake. The rights of the two classes of creditors, namely, the London creditors on the one hand and the Brighton creditors on the other, must be determined by reference to the position of the debtor himself in relation to the two several concerns. The case is admitted to be new *in specie*; but the counsel for the applicant urge that it is not new in principle, and that it should be decided by analogy to the rules which govern the administration of assets in this court in an ordinary case of a partnership between A. and B., where one of the partners is carrying on an independent business of his own and becomes bankrupt; and that in this view the assets of the Regent-street business ought to be regarded as joint estate applicable in the first instance to the payment of the debts against that particular firm, and the Brighton assets as separate estate applicable to the creditors of that business and to the separate creditors of the debtor generally, thus treating the business of "Linney & Co." as a partnership or *quasi* partnership concern in which the debtor Childs is to be considered a partner to the extent of one-fourth share only, the other shares being held by him in trust for his wife, Mrs. Childs, for her separate use. On the other hand it is argued by counsel for the Brighton creditors that there is here no partnership at all, the business being, in fact, the business of Childs alone, and that the settlement, purported to be made by him by the deed of July, 1869, must be altogether ignored as a voluntary settlement, and invalid as against the general body of creditors. In support of this latter proposition it is urged that the evidence shows that at the date of this deed the debtor was indebted in a large sum of money to one of the Brighton creditors (his father), by whom an affidavit has been made on this application, and Mr. Bagley referred generally to the sections of the present Act of Parliament with regard to voluntary settlements. The first observation which arises as to this is that the provisions of the Act in this respect cannot be brought in aid against a settlement executed in 1869 before the Act came into operation, and I have already expressed an opinion that even if this particular settlement could be impeached as a purely voluntary deed, it could only be done by a proceeding for the purpose, in which the issues would be distinctly raised between the parties, and the facts on one side and the other properly brought before the Court. This being so, the question arises whether (apart from any consideration as to the validity of this settlement against creditors) it was competent to Childs, under the circumstances, to constitute himself a trustee of these three fourth shares for the separate use of the wife? And what is the effect of this declaration of trust in regard to the present application? It is argued that there never was a partnership; that upon Mrs. Linney's marriage with the debtor her share in the firm of "Linney & Co." devolved absolutely upon him, and that upon the purchase by him of Robinson's share he (Childs) became the sole owner of the business. But, dealing with this argument by steps, what was the real position of the parties at the time of the marriage? There was a subsisting partnership between Mrs. Linney and Robinson, under the provisions of which she was entitled to three fourth shares. Assume that before purchasing Robinson's share Childs had by valid deed constituted himself a trustee of his wife's share for her separate use, could his assignees (any more than himself) have claimed that share for his general creditors under a bankruptcy? It is true that a married woman, being at law incapable of contracting, cannot at law be a partner, but, as regards her separate estate, and to that extent, she may in a limited sense be a partner in equity. That the separate estate of a married woman will be bound by her contracts has been long since recognised even to the extent of her being placed on the list of con-

tributories in a winding up of a company in respect of shares held by her as in one of the cases cited by Mr. De Gex, and although in this respect a company regulated by statute does not stand on precisely the same footing as an ordinary partnership, there seems to be no reason in principle why (as regards the liability of the wife in respect of her separate estate) an analogous rule should not prevail. Upon her marriage with Childs these shares would no doubt devolve upon him, and in the event of his having become bankrupt before any settlement made, his assignees would have been entitled to them as part of his assets, subject to any claims which Mrs. Childs might have successfully urged in respect of her equity to a settlement. Now for the purposes of this particular application can it make any difference that the declaration of trust was not made during the existence of the partnership with Robinson? What was the position of the parties in July, 1869? The estate of Linney was being administered in the Court of Chancery, and, under an arrangement entered into with the approval of the Court, Robinson (whose one-fourth share had been settled) is permitted to sell and assign his share to Childs, who then became entitled as purchaser to this one fourth share, being also entitled in right of his wife to the other three fourths, of which, as part and parcel of the arrangement between himself and his wife, he executed a declaration of trust for her separate use, by means of a covenant entered into with Mr. Hogg as trustee. It appears to me that as between Childs and his wife, this trust was none the less binding on him in equity than if it had been declared before the purchase from Robinson. Could he have disposed of the business? It would have clearly been competent to his wife and her trustee to have filed a bill in equity to restrain him from dealing with it as his own, and to have the equities adjusted as between the two, subject of course to the rights of creditors against the particular business. Childs becoming bankrupt, can his assignees claim anything beyond what he himself would have been entitled to—namely, one fourth share of any surplus which may remain after satisfying the debts of the concern. I apprehend not, and that the wife would be entitled to say, "Satisfy the debts of the business, and as to any surplus there may be, retain the one fourth as being my husband's own absolute property; the remaining three-fourths is trust estate, and belongs to me unaffected by the claims of my husband's separate creditors." Taking these as some of the conclusions to be fairly drawn from all the circumstances of the case, I think the applicant is entitled to succeed on this motion.

As to the question of reputed ownership and the cases of *Reynolds* v. *Bowley* (*ubi sup.*) and *Ex parte Dorman, Re Lake* (*ubi sup.*), which were cited by Mr. De Gex in anticipation of any argument which might be urged against the application in this respect, I will only say this, that from whatever point of view the position of this business is to be regarded, and always bearing in mind that from the original inception of the partnership in 1861 down to the present time the business has always been carried on under the style or firm of "Linney & Co," I am of opinion that there is nothing which could warrant me in holding that it was brought within the provisions of the order and disposition clause of the Act.

On the whole, it appears to me that the only mode of equitably adjusting the rights of the parties in this case will be to hold that the assets of the Regent-street business are to be treated as joint estate, and to be applied in payment of the creditors of that firm in priority to the separate creditors. If any surplus, the wife will be entitled to three-fourths.

Solicitors, *Robinson & Preston*; *Halse, Trustram, & Co.*; *Lawrance, Plews, & Boyer.*

(Before Mr. Registor PEPYS, sitting as Chief Judge.)

Feb. 27.—*Re Beane.*

R., a creditor of B. for a sum exceeding £50, issued an attachment out of the Lord Mayor's Court, London, and gave notice of his claim to P., a debtor of B.

Before anything further was done, B. filed a petition for liquidation by arrangement or composition under sections 125 and 126 of the Bankruptcy Act, 1869.

Upon application by the receiver and the debtor for an order restraining R. from taking further proceedings in the suit in the Mayor's Court,

Held, that the notice did not amount to a seizure, and that the applicants were entitled to an injunction restraining R. from taking any further proceedings in the action.

This was an application on behalf of the debtor and the receiver for an order restraining Messrs. Routh from taking any further proceedings in the suit commenced by them in the Lord Mayor's Court of the City of London, the applicants and each of them undertaking to abide by any order the Court might think fit as to damages.

On the 19th of February the debtor (a trader) filed in this court a petition for liquidation by arrangement or composition with his creditors, and the first meeting thereunder was appointed to be held on the 12th of March. His debts amounted to £20,000 or thereabouts, and his assets consisted (*inter alia*) of deposits in the hands of brokers representing speculations in the floating cargo trade. After the filing of the petition the debtor caused search to be made in the Lord Mayor's Court, and he had discovered that Messrs. Routh were the plaintiffs in an attachment suit, and that Messrs. Dejon and Bates were the garnishees in the said suit, which was brought to recover payment of the sum of £7,196, alleged to be due from the debtor to Messrs. Routh. Notice of the plaintiffs' claim had been given to the garnishees previously to the presentation of the petition for liquidation.

Brough, in support of the application, relied on *Ex parte Greenway, re Adams*, 21 W. R. 866, L. R. 16 Eq. 619.

Harston (solicitor), for the plaintiffs, *contra*.—The plaintiffs, at the time of the petition being filed, were secured creditors of the debtor; they had given notice of their claim to the garnishees, and the debt was bound. *Ex parte Greenway, re Adams* (*ubi sup.*), was not a binding authority. This was shown by *Ex parte Tate, In re Keyworth*, 22 W. R. 350; *Emanuel* v. *Bridger* (not reported).

Brough, in reply.—Nothing had happened in this case which was equivalent to a seizure; the plaintiffs did not "hold" any security. *Ex parte Tate, In re Keyworth*, was distinguishable, because the money had actually been paid into court pursuant to a judge's order. In *Emanuel* v. *Bridger* the plaintiff's claim was below £50, and the garnishee order was made absolute before the bankruptcy. Even supposing that the notice was equivalent to a seizure (which was denied), nothing had occurred which could be looked upon as a sale.

Mr. Registrar PEPYS.—In this case I think I am bound by the decision of the Chief Judge in the case of *Ex parte Greenway, re Adams*. It has never been held that a garnishee order or attachment obtained by a creditor gives him a security until further steps are taken in the action, and his rights established. Such a proceeding does not amount to a seizure, still less to a sale, and there is nothing to take it out of the ordinary class of cases. The injunction will therefore be continued until the further order of the Court.

Solicitors for the receiver and the debtor, *Ashurst, Morris, & Co.*

COUNTY COURTS.

MANCHESTER.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

March 5.—*Keighley* v. *Murray.*

Bankruptcy Act, 1869, s. 71—*Application for rehearing.*

This was a motion for a rehearing of this case, which had reference to the admission of a proof by the plaintiff for £14,000, and which was decided in July, 1873, in favour of the trustee. An application having been made to the Chief Judge in Bankruptcy for a rehearing, it was referred to the Judge of this Court.

Ambrose appeared in support of the motion.

Jordan appeared for the defendant.

His HONOUR said this case was originally tried before him on the 18th July last year, and after hearing the evidence and arguments thereon he found as follows:—First, that *prima facie* there is no authority in law for one partner to bind a firm by giving a guarantee; secondly, that J. M. Wike had not, in point of fact, any authority, express or implied, to give guarantees in the name of his firm; thirdly that the money—the subject of proof—was not borrowed by J. M. Wike, in the name of or for the purposes of the firm;

and, fourthly, that Mr. Keighley, sen.—the plaintiff in the case—was aware of that fact. Now, he was asked to grant a rehearing not on the first point—which was a point of law, and he supposed could not be disputed—nor upon the third and fourth points; but upon the second, because evidence had come to the knowledge of the plaintiff since the former trial showing that in point of fact Mr. George Wike had given an authority, either express or implied, to his son, J. M. Wike, to give the guarantee upon which this action was brought. He (the judge) regretted exceedingly that this question, which was of considerable importance, had been left in the first instance to his decision. The power of granting a rehearing was one which ought to be exercised with extreme caution. At common law, unless the plaintiff could show "surprise," it was never exercised. In this case there seemed to be no ground whatever for suggesting surprise on the part of the plaintiff, because the question from beginning to end was whether or not the firm was bound by the transaction of J. M. Wike. The question here was, what was the authority of J. M. Wike? If he had authority there was an end of the matter; if not, then the decision must be the other way. Apart from the question of surprise, the motion was made under the 71st. section of the Act, which gave him (the judge) power to "review, rescind, or vary" any order previously made. Upon what principle was that section to be worked out? The power which it gave must be cautiously exercised. This was not a case in which there had been a failure of justice through inadvertence; it was substantially an application for a new trial upon new facts. If he were to grant such an application, where would the matter end? Within what limits was that kind of discretion to be exercised? How long after a case had been decided were parties to be allowed to come forward and say, "Oh, since the case was decided we have discovered new facts; we are prepared to lay an entirely new case before the Court, and we desire it to be re-opened?" That was a practice which he, for one, would never be a party to. As this was a matter in the discretion of the Court, he was bound to say that, there being no justification for this motion on the ground of surprise, he did not think it was a case in which, having reference to all the circumstances, he should be justified in granting a rehearing. The motion must therefore be dismissed.

APPOINTMENTS.

Mr. William Keary, solicitor, of Stoke-upon-Trent, has been elected mayor of that town.

Mr. Alfred Carr, of 70, Basinghall-street, has been appointed a London Commissioner to administer oaths in Chancery.

Mr. Henry Pickett, of the firm of Pickett & Mytton, 3, King's Bench-walk, Temple, has been appointed a London Commissioner to administer oaths in Chancery.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The twenty-seventh annual general meeting of this society was held on Wednesday, March 11th, 1874, at the Incorporated Law Society's Hall.

Present—Mr. Charles Pidcock, of Worcester, in the chair; Messrs. T. Beasley (St. Helens), T. P. Cobb, J. M. Clabon, W. Crossman, H. J. Francis, N. Gedye, H. W. Hooper (Exeter), J. H. Kays, F. R. Parker, J. H. B. Pinchard (Taunton), W. H. Partington (Manchester), W. Shaen, Sidney Smith, C. F. Tegart, J. S. Torr, Stephen Williams.

The requisition for the meeting, and the report of the managing committee, previously printed and circulated, were taken as read.

Read—The circular convening the meeting, estimate for annual balance sheet, and list of law books, and office furniture, &c.

Resolved—1. On the motion of the chairman, seconded by Mr. Clabon:—"That the report be received and adopted, and that the association be dissolved accordingly as from the first day of Easter Term next, and that in testimony of the cordial feeling of the association towards Mr. Rickman, the cash in hand at the time of the dissolution of the association (after the payment of the ascertained liabilities), and the law books, office furniture, and other assets of the association be handed over to him for his own use, subject to the payment by him thereout of any unascertained liabilities of the association."

Resolved—2. On the motion of the chairman, seconded by Mr. Hooper, of Exeter:—"That the cordial thanks of the association be presented to the committee of management for their labours during the past year, and especially for the mode in which they have conducted to a satisfactory arrangement the negotiations with the Council of the Incorporated Law Society."

Resolved—3. On the motion of the chairman, seconded by Mr. Kays:—"That the best thanks of the association be presented to the Council of the Incorporated Law Society for the cordial co-operation they have afforded to the committee of management during the past year, and especially during the recent negotiations, and also for their courtesy in lending one of their rooms for the purpose of this meeting."

The Circular issued by the deputy-chairman, and the other metropolitan members of the committee, on the 26th February, suggesting the propriety of raising an additional testimonial for Mr. Rickman, by a subscription limited to £1 1s. each member, having been read, it was

Resolved—4. On the motion of the chairman, seconded by Mr. Shaen:—"That the object of the circular be cordially recommended by this meeting to the support of every member of the association, and that Mr. J. M. Clabon be requested to undertake the office of treasurer."

Resolved—5. On the motion of Mr. Clabon, seconded by Mr. Hooper, of Exeter:—"That the best thanks of this meeting be presented to Mr. Charles Pidcock, of Worcester, for his services during the past year, and for his able conduct in the chair this day."

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of last Tuesday, held at the Law Institution, the following question was discussed, being No. 226 Jurisprudential:—"Is the legislation of the late Parliament on the whole satisfactory?" There was a large attendance of members, Mr. Byrne being in the chair. The question was carried in the affirmative by a small majority.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday, the 11th March, the subject for the evening's debate being "That the power of county court judges to imprison for debt should be abolished." The motion was lost by a majority of four."

BRISTOL ARTICLED CLERKS' DEBATING SOCIETY.

A meeting of this society was held on Tuesday evening, the 3rd inst., J. Inskip, Esq., solicitor, in the chair. The following was the subject for discussion:—"Was the case of *Ireland* v. *Livingston*, L. R. 5 H. L. Cas. 395, rightly decided?" Mr. Dymond opened in the affirmative, Mr. Laxton opposed, and the affirmative was carried by a small majority.

The *Daily News* hears that the Government has determined to issue a Royal Commission to inquire into the operation of the Masters and Servants Act, and the Law of Conspiracy in relation to contracts.

Mr. Charles Sumner, whose death on Wednesday last has been announced, was at one time in large practice at the United States Bar, to which he was admitted in 1834. He was appointed reporter of the Circuit Court of the United States, and published three volumes known as "Sumner's Reports." He also edited the *American Jurist*, a quarterly law journal, and was Lecturer on Constitutional Law and the Law of Nations to the Cambridge Law School. From 1837 to 1840 he was in Europe, but on his return to Boston in 1840 he resumed practice, and in 1844—46 published, with annotations, "Vesey's Reports," in twenty volumes. He also published an edition of Dunlop's Treatise on Admiralty Practice. One of his last great speeches in the Senate was that in which the theory of constructive damages was first propounded.

OBITUARY.

MR. J. ROSCORLA.

Mr. John Roscorla, solicitor, and coroner for West Cornwall, died at his residence at Penzance on the 18th February, at the age of seventy-seven years. The late Mr. Roscorla spent the early part of his life as a solicitor's clerk at St. Austell, where he married the daughter of the late Mr. Lake. In process of time Mr. Roscorla found his way to the office of Messrs. John & Rodd, solicitors, of Penzance, to whom he articled himself. He was admitted an attorney in 1833, and then commenced his own professional career. A few years afterwards he entered into partnership with the late Mr. Roland Davies, which continued during the lifetime of that gentleman. About ten years ago he became coroner of West Cornwall. For some thirty years he had been treasurer of the West Penwith Agricultural Society. His son, Mr. John Roscorla, became a partner with his father in 1868.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

Easter Term, 1874, and *Trinity Term*, 1874.

RULES for the EXAMINATION of STUDENTS, to be held on the 31st March, 1st and 2nd April, and 11th, 12th, 13th, 14th, and 15th May, 1874.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of students is requested to the following Rules:—

No student admitted after the 31st December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the Examination in Roman Civil Law at any time after having kept four terms.

An examination will be held in March next, to which a student of any of the Inns of Court, admitted before the 1st day of January, 1873, who is desirous of becoming a candidate for a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Tuesday, the 24th day of March next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the bar, or whether he is merely desirous of passing the examination in Roman Civil Law under the above-mentioned rule.

The examination will commence on Tuesday, the 31st day of March next, and will be continued on the Wednesday and Thursday following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The Examination by Printed Questions will be conducted in the following order:—

Tuesday morning, 31st March, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Wednesday morning, 1st April, at ten, on Common Law; in the afternoon, at two, on the Law of Real and Personal Property.

Thursday morning, 2nd April, at ten, on Jurisprudence, Civil and International Law, Public and Private, and the Roman Civil Law; in the afternoon, at two, the oral examination of candidates for pass certificates will be conducted by the several examiners.

The Examiner in Constitutional Law and Legal History will examine in the following books and subjects:—

1. Hallam's Middle Ages, chapter 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.

Candidates for a pass certificate will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only of the foregoing subjects, at their option.

The Examiner in Equity will examine in the following subjects:—

1. Trusts.
2. Specific Performance.

Candidates for a pass certificate will be examined in the above-mentioned subjects.

The Examiner in the Law of Real and Personal Property will examine in the following subjects:—

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice; Election and Satisfaction.

Candidates for a pass certificate will be examined in the elements of the foregoing subjects.

The Examiner in Common Law will examine in the following subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates for a pass certificate will be examined on General and Elementary Principles of Law.

The Examiner in Jurisprudence, Civil and International Law, and Roman Civil Law, will examine in the following book and subject:—

The Institutes of Justinian, with Sandars' Notes and Introduction.

Candidates for a pass certificate will be examined in the above-mentioned book and subject.

Trinity Term, 1874.

EXAMINATION OF CANDIDATES FOR STUDENTSHIPS, HONOURS, AND PASS CERTIFICATES.

The attention of students is requested to the following rules:—

As an encouragement to students to study Jurisprudence and Roman Civil Law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the 1st class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the 2nd class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both jurisprudence and Roman civil law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

Any student admitted before the 1st of January, 1873, shall be entitled to compete for the studentships above-mentioned; provided that at the time of his examination not more than eleven terms shall have elapsed since his admission.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman civil law at any time after having kept four terms.

An Examination will be held in May next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's Office of the Inn of Court to which he belongs, on or before Tuesday, the 5th day of May next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, honours, or a certificate preliminary to a call to the bar; or whether he is merely desirous of passing the Examination in Roman Civil Law under the above-mentioned rule.

The examination will commence on Monday, the 11th day of May next, and be continued on the Tuesday, Wednesday, Thursday, and Friday, following.

It will take place in the Hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The Examination by Printed Questions will be conducted in the following order:—

Monday and Tuesday, 11th and 12th May, at ten until one, and from two until five on each day, the Examination of Candidates for Studentships in Jurisprudence and Roman Civil Law.

The Examination of Candidates for Honours and Pass Certificates will take place as follows:—

Wednesday morning, 13th May, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Thursday morning, 14th May, at ten, on Common Law; in the afternoon, at two, on the Law of Real and Personal Property.

Friday morning, 15th May, at ten, on Jurisprudence, Civil and International Law, Public and Private, and the Roman Civil Law; in the afternoon, at two, the Oral Examination of Candidates for Pass Certificates will be conducted by the several examiners.

The Oral Examination for the Studentships and Honours will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the Examination by Printed Questions.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

Candidates for the Studentships will be examined in the following subjects:—

1. The Institutes of Gaius and Justinian.
2. The Consensual Contracts—in the Digest.
3. The History of Roman Law.
4. General Principles of Jurisprudence, developed by Bentham, Austin, Maine.
5. General Principles of International Law, Public and Private.

Candidates for honours will be examined in all the following subjects; candidates for a pass certificate in No. 1 only.

1. The Institutes of Justinian (with Sandars' Notes).
2. The Institutes of Gaius (with Poste's Notes).
3. The History of Roman Law (Ortolan).
4. Principles of International Law (Woolsey).

The Examiner in Constitutional Law and Legal History will examine in the following books and subjects:—

1. Hallam's Middle Ages, Chapter 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The Principal State Trials of the Stuart Period.
5. The concluding chapter of Blackstone on the Progress of the Laws of England.

Candidates for honours will be examined in all the abovementioned books and subjects; candidates for a pass certificate only will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only of the foregoing subjects, at their option.

The Examiner in Equity will examine in the following subjects:—

1. Infants.
2. Suretyship.
3. Administration of Real and Personal Estates.
4. Mortgages.
5. Trusts.

Candidates for honours will be examined in the abovementioned subjects, under heads 1, 2, 3, and 4; candidates for a pass certificate only, in those under heads 4 and 5.

The Examiner in the Law of Real and Personal Property will examine in the following subjects:—

1. The Feudal Law, as adopted in England, and the statutory changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Perpetuity or Remoteness; Conditions; Easements; Notice; Election and Satisfaction.

Candidates for a pass certificate only will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The Examiners in Common Law will examine in the following subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates for a pass certificate only will be examined on general and elementary principles of law; and from candidates for honours the examiners will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

By order of the Council,
S. H. WALPOLE, Chairman.

Council Chamber, Lincoln's Inn,
24th February, 1874.

LEASES OF THE LONDON CORPORATIONS.

"A Solicitor of Thirty Years' Standing" writes to the *Daily News* as follows:—

Attention has been directed of late, on several occasions, to the conditions of tenancy, more especially as affecting the agricultural class, and the policy of effecting some arbitrary restrictions has been somewhat freely discussed. There is a growing feeling that property, having its duties as well as its rights, the law should step in to abrogate, or at least modify, unreasonable and oppressive conditions, as being not only unfair to the tenant, but indirectly injurious to the community at large. The discussions have been limited to the tenancy of land, but there is a class of conditions affecting that of house property held under certain great bodies within the metropolis which certainly call for some interference. It may not be generally known that it is the practice of the law officers of the London corporations to insert in their leases covenants binding the lessee, under pain of forfeiture, to employ such law officer or solicitor to prepare all instruments (except wills) affecting in any way his leasehold interest. The lessee, therefore, who wishes to assign or mortgage his lease, or even to underlet the property (for any of which purposes he must furthermore obtain a licence from the landlord), is required to employ, for the preparation of the necessary documents, a person who may be, and generally is, a perfect stranger to him, and who, in a large number of cases, has had no legal training. If the course prescribed by the covenant be strictly followed, the business has to wait the leisure or convenience of the lessor's law officer, who acts under no sense of responsibility, and who, in the case of a mortgage, must be fully instructed in all the special arrangements agreed upon between the parties. This absurdity, however, is almost invariably avoided by payment of a fine (generally fixed at £5) which the law officer accepts as compensation for not being required to do the work. The practice, no doubt, originated with the law officers, who saw an opportunity of turning this power to account for their personal benefit, and it is still adhered to in leases granted by the municipal corporation, although its law officers are paid by salary, and all fees received are paid to the City Chamber, and with many of the City companies it seems resorted to as a means of eking out the clerk's remuneration. It is the client's grievance, for he must either pay the fine, or (unless he foregoes the assistance and advice of the solicitor whom he has been consulting up to the point of the preparation of the document) pay two solicitors' bills. When, as is often the case, two solicitors are employed, questions arise as to who is to bear the charges of the lessee's solicitor, and the settlement of this question again entails further expense. The plea put forward for this objectionable practice is, that it secures to the lessors, through their officer, an opportunity of knowing upon what terms the leasehold interest is changing hands, thus enabling them when the lease falls in to obtain the highest rent the property will carry. But this object can be equally secured by prescribing that every assignment or underlease for a given term shall, within a fixed period from its execution, be brought to the lessor's solicitor or law clerk to have the contents noted. The provision objected to is not to be found in the leases of houses of the Duke of Westminster's, the Duke of Portland's, the Duke of Bedford's, the Duke of Devonshire's the Lord Portman's, the Pollen, or the Sutton estates, or those held under Smith's Charity, nor so far as I know, in leases of any of the great estates throughout the kingdom, except those belonging to or managed by city corporations, including the hospitals and livery companies. It so happens that an eminent City firm are solicitors to one of the noblemen above mentioned, and also to a great city corporation. The leases of the estate belonging to the nobleman contain no such clause. It is invariably inserted in the

leases of the corporation property under their management. It may be argued that these bodies have a right to impose what conditions they please in the letting of their own property; but such provisions are surely in excess of their powers in granting leases of the large trust properties committed to their care. The impropriety of introducing such provisions has been pointed out to the Charity Commissioners, who fully admitted their injurious tendency, but thought it was not quite within their province to interfere. It is by no means clear that the enforcement of these covenants might not be resisted as contrary to public policy, but, until some one is found with sufficient spirit to try the question, the only alternative seems to be to endeavour to bring public opinion to bear upon this objectionable (not to say disreputable) practice.

PRIVATE BILLS IN PARLIAMENT.

On Friday week the House of Commons' Examiners of petitions for private Bills on Standing Order proofs resumed their sittings. Non-compliance with the Standing Orders will be reported in the cases of the Charlwood Forest Railway and the Fishguard Railway Bills. The Standing Orders will be reported to have been complied with in the following cases:—The Londonderry Port and Harbour, Dunmanway and Sibbereen and Cork and Bandon Railway Companies, Kingstown Township Extension, Wigan Improvement, Musselburgh and Dalkeith Water, Peterborough Gas, Horbury Local Board, and the Cupar Water Bills. The Boston and Frieston Tramways and Pier Bill has been withdrawn. The following cases were postponed:—The Southern Railway Bill, to Tuesday, March 10; Waterford Tramways and Free Bridge and Waterford Railways Junction and Tramways Bills, to Thursday, March 12; Liverpool Corporation Water, to Monday, March 16; and the Cabir and Mitchelstown Railway and Ipswich and Felixstow Railway and Pier Bills, to Thursday, March 19.

LEGAL ITEMS.

Lord Coleridge has intimated his intention of retiring from the direction of the Law Reversionary Interest Society.

Dr. Ball, Q.C., and Mr. Ormsby, Q.C., were on Thursday sworn into office as Attorney and Solicitor-General for Ireland.

The Court of Common Council have voted an allowance of £300 a-year to the widow of Mr. Woodthorpe, the late Town Clerk.

At the Montgomeryshire Assizes there were no prisoners for trial, and Baron Pigott was presented with a pair of white gloves.

On Wednesday the Right Hon. Sir Samuel Martin attended the sittings of the Judicial Committee of the Privy Council for the first time.

Mr. Justice Honyman has been compelled to return to London from his circuit on account of severe indisposition. His place has been taken by Mr. Giffard, Q.C.

A return of the number of courts-martial held in the last quarter of 1873 states that thirteen officers and fifty-two seamen and marines were placed on their trial, throughout the entire fleet, during that period.

Sir C. Dilke has given notice of his intention, during the present session of Parliament, to call attention to certain defects in the Ballot Act, and to move for a select committee to consider the amendments necessary for the proper working of the Act.

The *Western Morning News* learns that Mr. Pearse, Registrar of the Stonehouse County Court, has resigned that office, and is about to retire into the enjoyment of the rest which, by an unusually prolonged and very arduous official career, he has so thoroughly earned.

The Great Seal of Ireland was on Thursday handed over to Sir J. Napier and Master Brooke, who were sworn in as Commissioners for its custody until the appointment of the new Lord Chancellor. Mr. Justice Lawson, the third Commissioner, being at present engaged at the Belfast Assizes, will be sworn on his return to Dublin. It is understood that the Seal will remain in Commission until the close of the session, when Dr. Ball will assume the Chancellorship.

A paper will be read on Monday evening next, the 16th inst., at a meeting of the Law Amendment Society, to be held at their rooms in Adam-street, Adelphi, by John Coryton, Esq., "On the Policy of Granting Letters Patent for Inventions, with Observations on the Working of the English Law."

In a recent debate in the house of representatives upon the bill providing that the clerks of the United States courts shall deposit their fees with the treasurer of the United States, it was stated that there are some clerks of United States courts who receive in annual fees the sum of 100,000 dols.

The London correspondent of an Irish journal states that a pamphlet has been issued for circulation among the members of the new House of Commons, showing that the cost to the public of the Court of Probate (exclusive of the salary of the Judge Ordinary) has increased, in sixteen years, from £13,400 a year to £41,205 a year.

One of the longest head-notes, if not the longest, says the *Albany Law Journal*, ever made for a case may be found in the forthcoming (thirty-eighth) volume of the Maryland Reports. The case is *Davis* v. *State*, page 15, and the head-note is over four pages in length. An examination of the case shows that the main points might have been stated in a head-note not more than one page in length.

The magistrates of Bradford have entered on a crusade against the use of obscene language in the public streets. On Monday, at the Borough Court, six persons were charged with this offence. They were all fined, and the magistrates stated that they were determined to put a stop to the vicious practice, and if any persons were brought up a second time for this offence they would be more severely punished.

Private International Law, says an American legal contemporary, is obtaining definiteness and permanence by the practice of establishing courts in different countries for the settlement of alien claims. A court of alien claims has been established in Prussia, Hanover, Bavaria, Switzerland, Holland, the Netherlands, Hamburg, France, Spain, Belgium, and Italy. To this list must be added the Court for the Administration of Private International Law, which the Khedive of Egypt is establishing. Our Government has usually provided for the claims of aliens by special commissions; but the President recommended legislation for the formation of a regular court for this purpose, and a bill has been introduced in Congress providing for a tribunal of three judges to hear all claims of foreigners arising out of acts committed against their persons or property during a period of recognised war, to continue only when business demands, upon the call of the president.

In a lecture recently delivered at Oxford on "The Judicature Act of 1873, in its relation to the History of the English Law," Professor Bryce commented on the small amount of interest which so momentous a change had excited among the public and among the legal profession. The public, owing to its ignorance of the growth of our institutions, and the profession, owing to its purely practical view of the matter, have agreed to let pass in silence a great constitutional change which marks an epoch in our history, whose importance will be recognised by future ages when current politics of our times have been forgotten. Mr. Bryce traced the history of the courts which are to be merged in the new Court of Judicature, and showed how the administration of English law, after its many subdivisions, had now gone back to the unity which it possessed in the 12th century. England, he said, now starts afresh, with all that it has gained by its constitutional struggles, and without any breach with the past. In criticising the provisions of the new Act, Mr. Bryce observed that its greatest fault, perhaps, was too great concession to historic sentiment in subdividing the new Court of Justice into five branches corresponding to the five old law courts. Its advantages were the better administration of justice, the

increased prospect of legal reform by codification, and the hope now afforded of the possibility of a fusion of English and Scottish law. In addition to this, the rise in the character of the English Bar, through the more scientific character of English law, must be taken into account.

The *Times* gives the following list of lawyers who have been returned to the new Parliament by various constituencies in Ireland:—It includes not only the Attorney-General and the Solicitor-General for that country (Dr. Ball and Mr. Law, Q.C.), but eighteen barristers and four solicitors, exclusive of several country gentlemen who are members of the Irish bar, but who do not practise. The former are:—Sir Colman O'Loghlen, County Clare; the Hon. David Plunket, Q.C., Dublin University; Mr. Isaac Butt, Q.C., Limerick; Mr. William Johnston, Belfast; Mr. Keyes O'Clery, County Wexford; Mr. Richard O'Shaughnessy, Limerick; Mr. Serjeant Sherlock, Q.C., King's County; Mr. Patrick Leopold Martin, Kilkenny County; Mr. Charles Henry Meldon, County Kildare; Sir George Bowyer, County Wexford; Mr. Philip Callan, Dundalk and County Louth; Mr. Edward John Synan, County Limerick; Mr. John Dunbar, New Ross; Sir Patrick O'Brien, King's County; Mr. Denis Maurice O'Conor, County Sligo; Mr. John William Ellison Macartney, County Tyrone; Sir John Esmond, County Waterford; and Mr. Patrick James Smyth, County Westmeath. The solicitors who sit in Parliament for Irish constituencies are:—Mr. Charles Edward Lewis, Londonderry City; Mr. M'Carthy Downing, County Cork; Mr. Charles Joseph Fay, County Cavan; and Mr. John George M'Carthy, Mallow.

The *Vicksburg Herald* gives the following account of a little judicial unpleasantness which recently occured in the Court House at Vicksburg, Mississippi:—"It is no secret, we believe, that Chief Justice Peyton and Justice Simrall have not maintained the most pleasant relations with Justice Tarbell, and it has been rumoured that the two former have been in the habit of indulging in language highly derogatory to the latter. Last Monday, as the members of the court were about leaving the consultation chamber for the court-room, Chief Justice Peyton suggested a delay, in order that he might proceed to designate a reporter of the decisions of the Supreme Court, a position recently made vacant. To this proposition, the report that reaches us goes on to say, Justice Tarbell responded by saying, 'I see no necessity for my remaining, as I understand the person who is to be made reporter has already been determined on, and my vote, no matter how cast, cannot change the result.' Chief Justice Peyton took umbrage at this remark, and proceeded to manifest his indignation in language much more forcible than polite. We are ignorant of the precise words used by Chief Justice Peyton, but it is understood that some of the terms applied by him to Justice Tarbell induced that functionary to make a step forward. Mistaking this for a hostile movement, our Chief Justice at once prepared for 'action.' With a promptness and celerity that would do no discredit to a much younger man, he drew his knife and 'presented arms' to Justice Tarbell, and but for the prompt interference of Justice Simrall, it is believed that the floor of the temple of justice would have been stained with the blood of one of its own ministers."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Mar. 13, 1874.

3 per Cent. Consols, 92¼	Annuities, April, '85 9¾
Ditto for Account, April 92¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90½ x d	Ex Bills, £1000, 2½ per Ct. par
New 3 per Cent., 90½ x d	Ditto, £500, Do per
Do. 3½ per Cent., Jan., '94	Ditto, £100 & £200, par
Do. 2½ per Cent., Jan. '94	Bank of England Stock 5
Do. 4 per Cent., Jan. '75	Ct. (last half-year)
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 305	Ind. Enf. Pr., 5 p C., Jan. '75
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 101¾
Ditto 5 per Cent., July, '80 107½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84 —
Ditto 4 per Cent., Oct. '88 101¼	Do. Do., 5 per Cent., Aug. '78 100½
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Pyr., 4 per Cent. 94¾	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	123
Stock	Caledonian	100	98¾
Stock	Glasgow and South-Western	100	103
Stock	Great Eastern Ordinary Stock	100	46¾
Stock	Great Northern	100	138
Stock	Do., A Stock*	100	160
Stock	Great Southern and Western of Ireland	100	112
Stock	Great Western—Original	100	127½
Stock	Lancashire and Yorkshire	100	145
Stock	London, Brighton, and South Coast	100	84½
Stock	London, Chatham, and Dover	100	22¼
Stock	London and North-Western	100	147½
Stock	London and South Western	100	108½
Stock	Manchester, Sheffield, and Lincoln	100	75½
Stock	Metropolitan	100	65½
Stock	Do., District	100	25⅝
Stock	Midland	100	132½
Stock	North British	100	65¼
Stock	North Eastern	100	170
Stock	North London	100	143
Stock	North Staffordshire	100	64
Stock	South Devon	100	68
Stock	South-Eastern	100	110

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate is unchanged. The proportion of reserve to liabilities has altered from 47·62 last week to 47·92 this week. Railway stocks remained dull until Wednesday, when there was an advance in prices, succeeded, however, by some reaction; but on Thursday the market closed with firmness. The tone of the foreign market has been dull, especially in Egyptian. Consols on Thursday closed at 92¼ for delivery.

Messrs. Thomson, Bonar, & Co., announce that they are authorised to receive subscriptions for £480,000 of land mortgage bonds, in 4,800 bonds of £100 each, bearing interest at 5½ per cent. per annum, from 1st of February, 1874; issue price 87½ per cent., and redeemable at par in 27½ years by half-yearly drawings by lot. The bonds are secured by the deposit at the State Bank of Russia, of mortgage bonds, of provincial land mortgage banks of Russia, of Russian Government Stock, amounting in value to five per cent. of the nominal amount of the issue, and of capital reserve fund and property of the Central Bank, constituted with a capital of £1,500,000 roubles. The interest and the drawn bonds will be payable half-yearly, on February 1st and August 1st, at the offices of Messrs. Thomson, Bonar, & Co.

The directors of the Association of Land Financiers (Limited) invite applications for £2,500 debenture bonds of £100 each, with interest at five per cent., payable half yearly. The price of issue is £92 10s., being £10 on application, and £82 10s. on the 15th of July next. The bonds will be redeemable at par in ten equal yearly public drawings, the numbers drawn to be duly advertised and certified by a notary. The prospectus states that the association divided last year among its shareholders the highest dividend allowed by its regulations—*i.e.*, ten per cent. per annum—and will declare the same for the current half-year; also, that the directors have entered into important building operations in the city, from which they anticipate a profit exceeding £50,000, the largest portion of which would be realisable, if expedient, in about one year from the present time.

The twenty-fifth annual report of the Prudential Assurance Company for the year 1873 shows that during the year the directors had received 2,767 proposals for the sum of £393,365. Of these 2,195 had been accepted, assuring the sum of £303,560, and producing a new annual premium income of £10,183 1s. 8d.; 572 proposals, assuring £89,805, had either been declined or not completed. The sum of £900 had been received for new annuities granted. The claims amount to £40,420 16s. 10d. under 261 policies; £932 18s. of this amount was for claims on endowments matured. The number of deaths was 235 Nine annuitants had died, representing annuities of £112 13s. 8d. The annual premium income at the end of the year was £66,414 5s. 11d. in respect of 13,007 policies, assuring the sum of £2,055,515, showing an increase of £3,618 10s. 8d. per annum over the year 1872. The operations of the industrial branch had again been unusually successful. There were 646,377 new policies

issued, representing a new annual premium income of £233,345 0s. 4d. The claims amount to £127,968 0s. 10d. The annual premium income at the close of the year was £471,296 16s., showing an increase of £106,349 19s. 4d. over the income of the previous year.

The prospectus of the Railway Accident Mutual Assurance Company (Limited) states that after the experiences of the last twelve months it would seem almost unnecessary to assert that every person who travels by railway and who is not placed by fortune above all the vicissitudes of life should insure against accidents. Those who say that the contingency is "remote," to be logical, should omit to insure their private residences and furniture against fire, which is as remote a contingency as a railway accident (to one who travels often), and is moreover to some extent, preventable. Personal injury only rarely accompanies pecuniary loss in cases of fire, but it is the cause of that loss in railway accidents. Those who rely upon the recovery of damages from the railway companies should remember that companies are not liable except in cases of provable negligence, and that of late many verdicts have been given in their favour, or else for very trifling sums. The mutual system of assurance is peculiarly applicable to a business in which each policyholder pays but a small sum and claims are entirely contingent. Shareholders and capital, however useless, have to be paid for heavily, and have rarely in life offices been found of avail when the natural resource of accumulated premiums has been insufficient.

The annual meeting of the Equity and Law Life Assurance Society was held at the offices of the company on the 3rd inst., Mr. George Lake Russell presiding. The secretary, Mr. Berridge, read the report, from which it appeared that the directors had again the pleasure of reporting a successful year. A large amount of new assurances had been effected with the society, and now, for the first time, the assets of the society exceed one million sterling. The gross amount of new premiums received in the year was £17,849 13s. 10d. Of this £7,863 1s. 6d. had been received in single premiums, leaving £9,986 12s. 4d., and after deducting from this sum the amount of reassurance premiums, there was left a net new annual income of £9,669 7s. 8d. The number of policies was 190, and the net amount assured was £334,080. Reversionary annuities had also been granted amounting to £1,350 per annum; a large portion of the single premiums had been received for the purchase of these annuities. £14,643 0s. 6d. had also been received for the purchase of eighteen annuities amounting to £1,781 7s. 6d. The amount of interest and dividends received in the year was £44,867 1s. 11d.; this was a larger amount than the corresponding item last year by about £7,000; but it included a sum of £3,116 19s. 9d. charged as interest on the re-sale of a large reversion. The total premium income of the year, after deducting reassurances, was £114,419 15s. 5d., and the total receipts from all sources, exclusive of repayment of loans, was £174,303 17s. 7d. The total amount of claims and all other outgoings, including a sum of £300 written off the cost of the society's house, was £106,738 16s. 9d., and consequently the assets of the society had been increased by a sum of £67,565 0s. 10d. The amount of funds at the end of the year, after providing for outstanding claims, dividends, &c., was £1,020,298 10s. 5d. Deducting the reversions, outstanding premiums and interest, and cash on current account, the remainder was invested at an average rate of £4 19s. 9d. per cent., or, including the reversions and assuming that they produce 6 per cent., the average rate becomes £5 3s. per cent. The number of deaths proved during the year was thirty-six, causing claims under sixty policies assuring £85,774. Of this sum £54,024 were on the participating scale and carried bonuses amounting to £8,335. The claims for the year were, however, reduced by £18,811 received from other companies. Although the claims for the present year were high yet, taking the average of the four years which have expired of the current quinquennium, the amount was only £52,135, which was considerably below the expectation.

Mr. George Millar, Q.C., has been appointed Solicitor-General for Scotland.

COURT PAPERS.

NOTICE.

I, the Right Honourable Hugh McCalmont, Baron Cairns, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, hereby order that the offices of the county courts may be closed on the sixth and seventh days of April, 1874.

Given under my hand this third day of March, 1874.

CAIRNS, C.

HOUSE OF LORDS.

CAUSES STANDING FOR HEARING.

Session, 1874.

Set Down in Session 1872.

Hilliard v. Eiffe. Chancery, Ireland.
The Cork Distilleries Company (Limited) v. the Great Southern and Western Railway Company (in Error) (Judges). Exchequer Chamber, Ireland.
The Glasgow and South-Western Railway Company v. The Caledonian Railway Company. Scotland.

Set Down in Session 1873.

Tennant v. Cadell. Scotland.
Davis (pauper) v. Lewis *et al.* (in Error). Exchequer Chamber England.
The Caledonian Railway Company v. The Greenock and Wemyss Bay Railway Company. Scotland.
Cook v. Fowler *et al* .Chancery, England.
The Commissioners of Inland Revenue v. Harrison (Appeal upon a case stated by the parties). Exchequer Chamber, England.
Ewing v. Gellatly *et al.* Scotland.
Fowler v. Mackenzie. Scotland.
The North Eastern Railway Company v. Wanless (Appeal upon a Case stated). Exchequer Chamber, England.
Watt v. Ligertwood and Another. Scotland.
Morgan and Another v. Larivière. Chancery, England.
The Lord Advocate v. Drysdale. Scotland.
The Agra Bank (Limited) and the Agra and Masterman's Bank (Limited) v. Barry and Another. Chancery, Ireland.
Cooper *et al* v. Cooper. Chancery, England.
Courtnay *et al* v. The Countess of Rothes and Another. Scotland.
Lakeman v. Mountstephen (Appeal upon a Case stated by the Parties). (Judges.) Exchequer Chamber, England.
Hollins *et al.* v. Fowler *et al.* (Appeal from a Case stated by the Parties). Exchequer Chamber, England.
Glen *et al* v. Steuart *et al.* Scotland.
Wilson v. Leigh *et al.* Chancery, England.
Robinson v. Mollett *et al* (Appeal upon a Case stated). Exchequer Chamber, England.
O'Mahony *et al.* v. Burdett. Chancery, Ireland.
Dawkins v. Lord Rokeby (in Error). Exchequer Chamber, England.
The Albion Bank (Limited) v. Cooper (Liquidator of the Oriental Commercial Bank, Limited). Chancery, England.
Kidd v. Macvicar (Objection raised by Respondent's Petition reserved. Scotland).
Beattie *et al.* v. Lord Ebury *et al* (Ex parte as to certain respondents). Chancery, England.
The East London Railway Company v. Whitechurch *et al* (in Error). Exchequer Chamber, England.
The Metropolitan Board of Works v. McCarthy (in Error). Exchequer Chamber, England.
Sir J. E. Alexander and Another v. Kirkpatrick. Scotland.
Maud *et al.* v. Merchant Banking Company of London (Limited). Chancery, England.
Pickering v. James (Official Liquidator of the International Contract Company, Limited). Chancery, England.
Charter v. Charter. Probate Court, England.
The Great Western Railway Company v. May (In Error). Exechequer Chamber, England.

CAUSES FULLY HEARD.

Bain and another v. Fothergill and another (in Error). (Questions put to the Judges 30th June, 1873). Exchequer Chamber, England.
Sir Charles Mordaunt, Bart. v. Sir Thomas Moncreiffe, Bart, as Guardian *ad litem* of Lady Mordaunt. (Question put to the Judges 1st July, 1873). Divorce Court, England.

Saxby and another v. Clunes and another (Appeal upon a Case stated by the Parties). (Question put to the Judges 3rd July, 1873.) Exchequer Chamber, England.

Bridges v. The North London Railway Company (Appeal upon a Case stated). (Question put to the Judges 4th July, 1873.) Exchequer Chamber, England.

BIRTHS, MARRIAGE, AND DEATHS.

BIRTHS.

BROWN—On March 8, at Liddington, the wife of William H. Brown, solicitor, Uppingham, of a daughter.

FRY—On March 11, at 5, The Grove, Highgate, the wife of Edward Fry, Esq., Q.C., of Lincoln's-inn, of a daughter.

KINGLAKE—On March 8, at 103, St. George's-square, S.W., the wife of Robert A. Kinglake, Esq., barrister-at-law, of a daughter, still-born.

LEWIS—On March 10, at 42, Gloucester-place, Hyde-park, the wife of Richard Lewis, Esq., barrister-at-law, of a son.

LINDLEY—On March 7, at 19, Craven-hill-gardens, the wife of N. Lindley, Esq., Q.C., of a daughter.

MORECROFT—On Feb 7, at 7, Crescent-road, Seaforth, near Liverpool, the wife of Arthur Hubert Morecroft, Esq., of a son.

SNAGGE—On March 10, at 5, Kensington-gardens-square, the wife of Thomas William Snagge, Esq., barrister-at-law, of a son.

STEWART—On March 7, at 52, Redcliffe-gardens, S.W., the wife of Charles Stewart, Esq., barrister-at-law, of a son.

MARRIAGE.

HALLILAY—WALTON—On March 4, at St. James', Piccadilly, Richard Hallilay, of the Middle Temple, barrister-at-law, to Sarah, youngest daughter of the late Jacob Walton, Esq., of Alston, Cumberland.

DEATH.

MACAFEE—On March 6, at 4, Pump-court, Temple, David Lyndsay Macafee, Esq., M.A., barrister-at-law.

LONDON GAZETTES.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, March 3, 1874.

Bailey, John, Normanton, York, Farmer. April 3. Bailey v Hartley, M.R. Coleman and Sangster, Pontefract

Boileau, Eugene, Clarence terrace, Seven Sisters' rd, Holloway. March 17. Boileau v Tunstall, V.C. Hall. Keene, Lower Thames st

Brown, Maria Mangin, Hertford st, May Fair. May 30. Pollitt v Gray, V.C. Malins

Dean, Henry, Vernon rd, Old Ford. April 1. Dean v Butt, V.C Bacon. Strong, Bishopsgate st Within

Heald, Bertrand, Guernsey, Gent. March 30. Willis v Inglis, V.C Malins. Cheston, Great Winchester st buildings

Mann, James Hargrave, Albert road, Regent's Park, Gent. April 2. Mann v Mann, M.R. Hoare, Great James st, Bedford row

Standidge, William, Tadcaster York, Gent April 1. Standidge v Bates, V.C. Hall. Bickers, Tadcaster

FRIDAY, March 6, 1874.

Anderson, William, Vauxhall. May 30. Haring v Gist, M.R.

Bowles, Joseph, Nether Wallop, Hants, Yeoman. March 27. Harrison v Shephard, V.C. Hall. Footner, Andover

Pocklington, Robert, Wellingborough, Northampton, Contractor. April 10. Pocklington v Fisher, V.C. Malins. Tattershall, Sheffield

Wightwick, Rev John Briddon, Newton Reigny, Cumberland. April 9. Scamell v Lowe, M.R. Bell, Victoria buildings, Queen Victoria st

Wilson, David, Bingham, Nottingham Miller. March 31. Brown v Beet, M.R. Lawson, Lombard st

Winnard, Joseph Taylor, Wigan, Lancashire, Surgeon. March 17. Heaton v Winnard, Registrar for Preston

Bankrupts.

TUESDAY, March 3, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Lack, John William, Ealing, Middlesex, Coal Merchant. Pet Feb 24. Euston. Brentford, March 14 at 2

Riches, James, Great Yarmouth, Norfolk, Builder. Pet Feb 26. Walker. Great Yarmouth, March 16 at 3.30

Rundle, George William, Great Yarmouth, Norfolk, Smack owner. Pet Feb 28. Walker. Great Yarmouth, March 16 at 12

FRIDAY, March 6, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cowes, Gabriel William, Queen's rd, Peckham, Gent. Pet March 4. Hazlitt. March 18 at 12.30

Edlund, J L, Fern Tower rd, Highbury Park, Milliner. Pet March 2 Brougham. March 20 at 11

To Surrender in the Country.

Brook, Andrew Melville, Keighley, York, Beerhouse Keeper. Pet March 3. Robinson. Bradford, March 24 at 9

Cole, Robert, Thorp Arch, York, Steam Threshing Machine Proprietor. Pet March 3. Perkins. York, March 16 at 11

Dauris, J. Nettleton, near Chippenham, Wilts. Pet March 2. Smith. Bath. March 17 at 11

Gale, Benjamin, Leeds, Soda Water Manufacturer. Pet March 4. Marshall. Leeds, March 25 at 11

Huzzey, Joshua, Pembroke Dock, Pembroke, Goocer. Pet Feb 28 Lloyd. Carmarthen, March 21 at 1

Irving, Washington, Manchester, Commission Merchant. Pet March 2. Kay. Manchester, March 26 at 9

Jagger, John, Almondbury, York, out of business. Pet March 2. Jones, Jun. Huddersfield, March 19 at 11

King, George Clift, Essex, Grocer. Pet March 4. Gepp. Chelmsford, March 25 at 11

Page, Isaac, Costessey, Norfolk, Farm Baliff. Pet Feb 28. Palmer. Norwich, March 21 at 1

Pollard, John William, Boston, Lincoln, Coach Builder. Pet March 3 Staniland. Boston, March 17 at 12.30

Rawnsley, John, Bradford, York, Worsted Spinner. Pet March 3. Robinson. Bradford. March 17 at 9

Sheffield, Emily, Bradford, York, Grocer. Pet March 3. Robinson. Bradford, March 17 at 9

Watts, Joseph (not Joseph Walls), Northampton, Pork Butcher. Pet Feb 13. Dennis. Northampton, March 21 at 3

Wilkinson, Thomas George, Canterbury, Draper. Pet March 4 Callaway. Canterbury, March 17 at 2

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 6, 1874.

Atkins, George, East Stonehouse, Devon, Licensed Victualler. March 20 at 11 at St George's Hall, East Stonehouse. Curtois

Atkinson, William, Swinton Bridge, York, Draper. March 20 at 12 at office of Patteson, Bank st, Sheffield

Bailey, William, Newcastle-under-Lyme, Stafford, Draper. March 19 at 1 at offices of Welch, Caroline st, Longton

Beck, Moses, Tunbridge Wells, Kent, Grocer. March 19 at 4 at offices of Stone and Simpson, Church rd, Tunbridge Wells

Bevins, John, Ryde, Isle of Wight, Draper. March 20 at 2 at offices of Ladbury and Co, Cheapside. Allen and Edwards, Old Jewry

Bowden, John, Ipplepen, Devon, General Merchant. March 14 at 3.30 at the Half Moon Hotel, Exeter. Learoyd and Learoyd, South st, Finsbury

Brown, Henry John, Bellevue, Pulross rd, Brixton, Builder. March 18 at 3 at 1, George st, Mansion House. Snell

Cansdale, Thomas William, Half Moon crescent, Barnsbury rd, Islington, Coal Merchant. March 16 at 2 at offices of Popham, Vincent terrace, Islington

Carling, Robert Hamilton, Sunderland, Durham, Ship Chandler. March 21 at 3 at offices of Bell, Lambton st, Sunderland

Carpenter, Alfred, Median rd, Clapton, Baker. March 16 at 4 at the Masons' Hall Tavern, Masons' avenue. Miles

Carr, Henry James, Golborne rd, North Kensington, Grocer. March 17 at 11 at offices of Lamb, Bedford row

Challinor, Richard, Hednesford, Stafford, Grocer. March 17 at 11 at offices of Glover, Park st, Walsall

Charock, George, Bingley, York, Grocer. March 20 at 2.30 at office of Robinson and Robinson, North st, Keighley

Christopher, Charles, Deeping St James, Lincoln, Grocer. March 19 at 12 at the Angel Hotel, Peterborough. West, Market Deeping

Clark, Henry, Springfield, Essex, Butcher. March 19 at 11 at offices of Blyth, Chelmsford

Coates, Robert, Leamington Priors, Warwick, Livery stable Keeper. March 24 at 11 at offices of Handley, Northgate st, Warwick

Cohen, Jacob, Liverpool, Draper. March 23 at 3 at offices of Norton, Cook st, Liverpool

Cook, George Johnson, Kingston-upon-Hull, out of business. March 23 at 12 at offices of Torry, Cogan's chambers, Bowl alley lane, Kingston-upon-Hull

Cook, William, York, Joiner. March 18 at 11 at offices of Young, Castlegate, York

Cooper, Francis Blades, Knottingley, York, Grocer. March 18 at 2 at office of Benton, Pontefract

Cooper, Richard, Leamington Priors, Warwick, Innkeeper. March 18 at 2 at the Bath Hotel, Leamington Priors. Sanderson, Warwick

Court, Frederick, Wellesbourne Mountford, Warwick, Coal Dealer. March 18 at 1 at offices of Sanderson, Northgate st, Warwick

Cox, Thomas, and Mary Ann Cox, Hanley, Stafford, Shopkeeper. March 18 at 2 at offices of Stevenson, Bagnall st, Hanley. Hamshaw, Hanley

Cuss, Alfred Abel, Torquay, Devon, Grocer. March 24 at 12 at offices of Campion, Bedford circus, Exeter

Dawson, Robert, St Helen's, Lancashire, Tobacconist. March 17 at 2 at offices of Bradley and Steinforth, York buildings, Dale st, Liverpool

Denerley, Hugh, Liverpool, Hatter. March 18 at 3 at offices of Gibson and Bolland, South John st, Liverpool

Driver, Thomas, Stanningley, York, Plumber. March 20 at 11 at offices of Burnley, Queensgate, Bradford

Fairbank, Thomas Smith, Birmingham, Architect. March 19 at 12 at offices of Grove, Bennett's hill, Birmingham

Farries, Thomas Farrie, sen. Chancery lane, Law Costs Draftsman. March 18 at 2 at offices of Barker, St Michael's House, St Michael's alley, Cornhill

Ford, James, Bristol, Builder. March 18 at 2 at office of Barnard and Cr, Albion chambers, Bristol. Osborne and Co, Bristol

Frobisher, Frederick, Brighton, Sussex, Tobacconist. March 20 at 3 at office of Clennell and Fraser, Great James st, Bedford row. Brandreth, Brighton

Fry, William, Bulkington, Wilts, Farmer. March 19 at 12 at the Bear Hotel, Chippenham. Awdry and Clarke, Chippenham

Fuller, John, Manchester, Boot Manufacturer. March 19 at 3 at offices of Hines, Victoria st, Manchester. Dawson, Manchester

Goldsmid, Lambert, and Lewis Isaacs, St James' place, Aldgate, Carmen. March 19 at 2 at offices of Sydney and Son, Finsbury circus

Gore, Henry, Hereford, Rope Maker. March 19 at 12 at the Hop Market Hotel, Worcester. Corner, Hereford

Gossage, Walter William, Edward Thomas Gossage, and Alfred Howard Gossage, Birmingham, Timber Dealers. March 17 at 12 at the Hen and Chickens Hotel, New st, Birmingham. Hawkes, Birmingham

Hartley, William, Great Horton, York, Joiner. March 18 at 11 at offices of Burnley, Queensgate, Bradford

Harris, George, and Charles Richard Harris, Covent Garden Market, Fruit Salesmen. March 17 at 11 at offices of May and Sykes, Adelaide place, London Bridge
Hibbitt, William Albert, Northampton, Sugar Boiler. March 19 at 3 at offices of Becke, Market square, Northampton
Hills, Charles Booth, New Cross rd, Deptford, Cheesemonger. March 13 at 2 at Ridler's Hotel, Holborn
Holland, Abraham, and Joseph Holland, Chorlton-upon-Medlock, Manchester, Skirt Manufacturers. March 23 at 3 at offices of Lees, and Graham, St George's chambers, Albert square, Manchester. Edwards and Bintliff, Manchester
Hord Charles, Goole, York, Coach Builder. March 20 at 2 at the Elephant Inn, Doncaster. Singleton, Sheffield
Jervis, Charles, Liverpool, Outfitter. March 19 at 2 at offices of Bartlett and Atkinson, North John st, Liverpool
Johnson, Annie Mary, Hackney rd, Boot Manufacturer. March 19 at 2 at offices of Chalk, Moorgate st
Jones, Henry Parry, Liverpool, out of business. March 20 at 4 at offices of Lowe, Castle st, Liverpool
Lamb, William, York, Farmer. March 20 at 11 at offices of Watson, Lendal, York
Ledger, William, Doncaster, York, Joiner. March 24 at 11 at offices of Peagam, Baxter gate, Doncaster
Lock, Edward, and George Edwin Chapman, Worship st, Finsbury, Album Manufacturers. March 26 at 12 at offices of Moss, Gracechurch st
Lyons, Samuel and Louis Jacob Lyons, Wilson st, Finsbury, Clothiers. March 24 at 12 at the Queen's Hotel, Leeds. Sydney, Finsbury circus
Matthews, John, Upton-upon-Severn, Worcester, Baker. March 20 at 2 at the Crown Hotel, Broad st. Rowlands and Bagnall, Birmingham
McConnell, James, Berwick-upon-Tweed, Boot and Shoe Maker. March 13 at 11 at offices of Dunlop, Quay Walls, Berwick-upon-Tweed
Moore, William, Cheapside, Clothier. March 16 at 2 at offices of Swaine, Cheapside
Norse, Frederick, Erdington, Warwick, Ale and Porter Dealer. March 17 at 3 at offices of Baker, Cannon st, Birmingham
Oulton, John, Altrincham, Chester, Butcher. March 23 at 3 at offices of Gardner and Horner, Cross st, Manchester
Parker, Robert Samuel Yarham, Kingston-upon-Thames, Surrey, Builder. March 19 at 12 at offices of Bartrop, Brook st, Kingston-upon-Thames
Pooley, Thomas Alxander, Wapping, Horticultural Sundriesman. March 18 at 12 at offices of Taylor and Jaquet, South st, Finsbury square
Reeves, Thomas, Horfield, Gloucester, Haulier. March 14 at 11 at offices of Essery, Guildhall, Broad st, Bristol
Rice, John Henry, Teddington, Middlesex, Plumber. March 19 at 2 at offices of Bartrop, Brook st, Kingston-upon-Thames
Richards, Miranda, Cardiff, Glamorgan, Eating-house Keeper. March 24 at 11, at offices of Morgan High st, Cardiff
Robinson, Arthur, Nottingham, Hosier. March 23 at 12 at offices of Heath, St Peter's Church walk, Nottingham
Sayer, Thomas, Hornsea, York, Schoolmaster. March 18 at 1 at offices of Eaton, Parliament st, Hull
Seaborn, George Thomas, Glacus st, Bow common, Bone Boiler. March 16 at 1 at offices of Townley and Gard, Gresham buildings Basinghall st
Schofield, James, York, Innkeeper. March 18 at 11, at offices of Crumbie, Stonegate, York
Seager, John, Temple, Bristol, Corn Factor. March 17 at 11 at offices of Hancock, and Co, Broad st, Bristol. King
Smith, James, Darlington, Durham, Auctioneer. March 19 at 3 at offices of Wooler, Darlington
Spencer, Amelia, New Windsor, Berks, Paperhanger. March 23 at at offices of Durant, Clarence villas, Windsor
Stringer, Richard, Leeds, out of business. March 17 at 3 at offices of Pullan, Bank chambers, Park row, Leeds
Thompson, Francis, Sheffield, Saddler. March 17 at 2 at offices of Taylor, Norfolk row, Sheffield
Toll, John, Cartuther Mills, Cornwall, Miller. March 19 at 11 at offices of Edmonds and Son, Parade, Plymouth
Tuck, Edward and William Stoneham Pike, Bath, Ironmongers. March 20 at 1 at offices of Wilton, Westgate buildings, Bath
Ursell, George, Manchester, Warehouseman. March 20 at 3 at offices of Edwards and Bintliff, Brazennose st, Manchester
Vardon, Sarah Elizabeth, East Dereham, Norfolk, Bootmaker. March 20 at 12 at offices of Foxters, Burroughes, and Robberds, Bank place, Norwich
Vincent, Francis Incledon, Brighton, Sussex, Licensed Victualler. March 23 at 3 at office of Lamb, Ship st, Brighton
Wells, William, Elkesley, Nottingham, Wheelwright. March 31 at 12 at offices of Marshall and Co, East Retford
Warton, Charles Hubert, Kennington Park rd, Pawnbroker. March 17 at 12 at offices of Speyer and Son, Winchester house, Old Broad st
Whiting, Thomas John, Fenchurch st, Stationer. March 20 at 3 at the Guildhall Coffee house, Gresham st. Piesse and Son, Old Jewry chambers
Whittle, James, the younger, Southport, Lancashire, Stoneman. March 24 at 3 at office of Barker, London st, Southport